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## EIGHTEENTH ANNUAL REPORT

OF THE

## Board of Railroad Commissioners

FOR THE YEAR ENDING JUNE 30, 1895.

STATE OF IOWA.

PRINTED BY ORDER OF THE GENERAL ASSEMBLY.

DES MOINES:

F. R. CONAWAY, STATE PRINTER.  
1895.

## RAILROAD COMMISSIONERS' REPORT.

STATE OF IOWA,  
BOARD OF RAILROAD COMMISSIONERS,  
DES MOINES. }

*To the Honorable Frank D. Jackson, Governor of Iowa:*

In compliance with the statute we submit the following as the eighteenth annual report of the Board of Railroad Commissioners of their doings for the preceding year. It contains such facts, statements and explanations as far as practicable, as will disclose the working of the system of railroad transportation in this state, and its relation to the general business and prosperity of the citizens of the state, and such suggestions and recommendations in respect thereto as to them seem appropriate. The statutes of this state require that such report shall also contain, as to every railroad corporation doing business in the state, the following items of information, to-wit:

*First.*—The amount of its capital stock.

*Second.*—The amount of its preferred stock, if any, and the condition of its pre-ferment.

*Third.*—The amount of its funded debt and the rate of interest.

*Fourth.*—The amount of its floating debt.

*Fifth.*—The cost and actual present cash value of its road and equipment, including permanent way, buildings and rolling stock, all real estate used exclusively in operating the road and all fixtures and conveniences for transacting its business.

*Sixth.*—The estimated value of all other property owned by such corporation, with the schedule of the same, not including lands granted in aid of its construction.

*Seventh.*—The number of acres originally granted in aid of construction of its road by the United States or by this state.

*Eighth.*—Number of acres of such land remaining unsold.

*Ninth.*—A list of its officers and directors, with their respective places of residence.

*Tenth.*—Such statistics of the road and of its transportation business for the year as may, in the judgment of the commissioners, be necessary and proper for the information of the general assembly, or as may be required by the governor. Such report shall exhibit and refer to the condition of such corporation on the first day of July of each year, and the details of its transportation business transacted during the year ending June 30th.



*Eleventh.*—The average amount of tonnage that can be carried over each road in the state with an engine of given power.

To enable the commissioners to make such report the statute further provides that:

The president or managing officer of each railroad corporation doing business in this state shall annually make to the said commissioners on the fifteenth day of the month of September such returns, in the form which they may prescribe, as will afford the information required for their said official report.

The commissioners have furnished the forms and have requested from every such railroad corporation the reports as required by law, and have, to the extent the information furnished them enables them to do, set forth herein, in tabulated form, under suitable headings, what the statute so requires. In their report for 1893 the commissioners set forth quite fully the difficulties labored under by them in obtaining the required information from the railway companies, and they do not think it necessary to add anything to what was there stated. The condition in that respect has not materially improved since that report was made, and they simply repeat here the statement made in their report for 1894, as follows:

The statistics furnished by the railway companies doing business in the state give the capital, indebtedness, earnings and expenditures of the entire lines or systems they control and are generally full reports of such entire systems. It has, however, been very difficult to obtain information from those companies that would disclose the working of the system of railroad transportation in the state, and this report, while it attempts to give detailed statements of the operation of the roads as limited by state lines, is little more than an approximation. The commissioners have given all the information that could be obtained from the data furnished.

This report also gives the decisions and reports of the investigations made by the board in cases where complaints were filed, investigations of serious accidents, statements of the cases decided by the courts during the year and those pending in cases instituted by the board to enforce its rulings, a digest of the decisions of the supreme court of the state made since the last report so far as the same relate to the business of railway transportation and a digest of the decisions of the Interstate Commerce commission for the past year.

The term of office of the Hon. Peter A. Dey expired on the second Monday, being the fourteenth day of January, 1895. The Hon. Charles L. Davidson having been elected to fill the vacancy so caused, he duly qualified and took his seat as a member of the board on that date, and on the same day the board organized by the election of John W. Luke, chairman, and W. W. Ainsworth, secretary.

There are thirty-eight roads doing business in the state that report to the commission a total mileage of 27,401.19.

The number of miles of road in Iowa, is 8,486.36.

It is generally known that for the period covered by this report, namely, from June 30, 1894 to June 30, 1895, the railroads of the state were suffering, in common with the other business interests of the state, from the general depression in business as well as lack of traffic caused by a partial failure of the crops. A decrease of the revenue of the roads would naturally follow under such circumstances. A less amount of money would be expended for improvements and fewer men would have to be employed to conduct the business of the roads. It is probable, however, that the losses of the railway companies in that respect are relatively no more severe than those caused to the agricultural and some other business interests of the state. At the present time, and for some months past, owing to the bountiful crops, there has been a very material increase in the

traffic of the roads, and many of them are now employing as many or more men than usually, and their rolling stock is fully utilized in this increased amount of business. So far as this state is concerned, this condition of affairs bids fair to continue for quite a long time in the future.

#### FREIGHT RATES.

When the last report was submitted there was pending before the board the petition of the Illinois Central Railroad company, the Chicago, Milwaukee & St. Paul Railway company, the Chicago & North-Western Railway company, the Chicago, Rock Island & Pacific Railway company, the Chicago, Burlington & Quincy Railroad company and the Burlington, Cedar Rapids & Northern Railway company, alleging that the classification and schedule of rates adopted by the board and then in force had by long experience proven to be inadequate and unremunerative and did not yield to petitioners adequate compensation for the service rendered, and asking the board to revise the said schedule and classification and increase the maximum rates that might be charged in this state to the extent shown by an exhibit attached to said petition.

At the time said last report was made a partial hearing had been had of said matter and at the conclusion thereof, as stated in said former report, the board, through its chairman, stated that the case on the part of the petitioners seemed to be based very largely upon a comparison made about one year ago by certain officials of the railway companies of tariffs or schedules of rates claimed to be in force in the states of Michigan, Wisconsin, Illinois, Minnesota and Dakota, but no such original tariffs or schedules of rates were produced or submitted in evidence; that the board desired the evidence on which they should base any action or conclusion should be on file in their office and requested the petitioners to furnish the board duly authenticated tariffs and schedules of rates, including the classifications, in force in said states of Michigan, Wisconsin, Illinois, Minnesota and Dakota, and under which the railroads of said states have done their business for the year last past in those states. Also all the interstate tariffs under which the interstate business of the petitioning roads in this case has been done in those states for about the same period of time, this to include all special, general and commodity tariffs, state or interstate. If any business was done except as provided in such tariffs or schedules, the extent and nature of the same and reasons therefor to be stated; that if such evidence was furnished by the petitioners, the board would proceed with the investigation of the matters involved in said application.

By the 13th of December, 1894, the petitioners had filed or presented tariffs that they claimed fully complied with said request of the board, and thereupon the board fixed the 27th day of December, 1894, at their office in Des Moines, as the time and place of the final hearing of said matter, of which due notice was given. Such hearing was had at the time stated, and the board took the matter under advisement, until the 12th day of January, 1895, when a decision was rendered; a majority of the board declined to sanction a raise of the rates as asked, one member dissented, and their reasons for such conclusion were set forth in opinions then filed, and the same were printed in the report for 1894, pages 184 to 232. As showing the issues involved and the nature of the evidence submitted to substantiate the allegations of the petition, the following extract from the opinion of the board is given:

The members of this board have fully appreciated the importance of this application, and ever since the petition was filed in August last, have devoted considerable of the time that



could be spared from other official duties largely to investigating some of the matters that were known to have a material bearing upon the issues involved. These issues were distinctly joined by respondents mostly by oral statements at the various hearings, and some, particularly by a part of the coal interests, represented at the hearing of September 18th, by an answer in writing, as follows:

"Come now the undersigned, shippers of soft coal and slack within the state of Iowa, and for separate answer to the petition and amendment thereto of the above named complainants:

"Deny that the existing rates on soft coal, lump and nut, and soft coal, slack and pea, as heretofore established by said commissioners are unreasonably low; deny that said rates are unremunerative to said complainants; and deny that said rates are lower than rates on the same commodities actually in force in adjoining and neighboring states.

"And said answering contestants aver that the rates on soft coal, lump and nut, and soft coal, slack and pea, prayed for by said complainants, are unreasonably high, and are higher than the rates on the same commodities actually in force in other states, and higher than the rates on interstate traffic for equal distances.

"That said proposed rates, if put in effect, would work great and irreparable injury to the undersigned and other shippers of Iowa coal, and would, in many cases, practically exclude them from extensive markets in this state.

"That the undersigned and others, shippers of soft coal from Appanoose county, Iowa produce the only coal in the state suitable for domestic uses, and that said proposed rates, if put in effect would render it impossible for them to compete with the coals of Illinois and other states in a large portion of Iowa.

"Wherefore the undersigned contestants ask that said rates be not raised, but that the existing rates be continued in force, and contestants will ever pray, etc."

(SIGNED BY SEVENTEEN MINE OPERATORS.)

And which is so set out in full for the purpose of showing substantially the claims put forth before the commissioners by many of the other business interests of the state represented at said hearings.

At the said hearing on the 18th of September, 1894, quite a large amount of evidence in the way of tariff sheets, state and interstate, in force in adjoining states, and numerous expense bills showing the actual rates of freight on different classes of shipments in such adjoining states or the states mentioned in the comparative table submitted by way of amendment to the original petition, were submitted by the shippers and respondents present opposing any advance of rates in this state. This evidence, as well as that submitted by the petitioners in the way of tariffs upon request of the commissioners, and all of the other evidence, statements and arguments upon both sides of this controversy have been given as full an examination and have received as full consideration as has been practical under the circumstances for the commissioners to give the same. While there is a great mass of evidence submitted in the way of tariffs, expense bills, etc., there is really but very little conflict in regard to what the board deems to be the material facts necessary to be ascertained in order to dispose of the said application. The conflict arises upon the inferences to be drawn from the facts disclosed by the evidence, and not in the evidence establishing or tending to establish the material facts. Nearly every expense bill and every tariff or rate sheet submitted by the respondents or persons opposing the advance in rates was either admitted to be correct, or what the same purported to be, or the same was not denied and no evidence was offered to contradict or impeach the same. The scope of the investigation that might, under certain circumstances, have been necessary in order to determine the truthfulness of the allegations in the original petition that the rates now in force in this state are inadequate and unremunerative has been very much narrowed by the position assumed by the petitioners at the commencement of and throughout the entire proceedings before the board.

Mr. Ripley, in his opening argument or statement to the board on the part of the petitioners at the first hearing on the 21st of August, 1894 after briefly reviewing the history of railway legislation, national and in this state, the making of the present schedule of rates by the commissioners of this state, and the facts and circumstances leading up to the filing of said petition for an increase of said rate, uses the following language in stating the basis of said claim for such an advance:

"We, therefore, base our claim solely on comparison of the rates with those in effect elsewhere and we ask that they be advanced to something like what is being charged for the same services in other states where conditions are certainly no more favorable, and in some of them where conditions are not as favorable as they are here."

In concluding his argument on the part of petitioners, at the close of the last hearing, he said:

"It is only necessary to say in general that our friends (referring to the other side) in making their case have gone through the tariffs and taken every case they could find where the rates were influenced by water competition, where the road was the long one and had to meet the short line rate, or for any reason the rates in Illinois were shaded, they have used it, naturally having neglected to read those portions of the tariffs that did not go to support their case. If the commissioners go through these tariffs they will see where that has been done. They will see that in the main they support our contention that the rates actually charged and received in the state of Illinois are higher than rates actually charged and received in Iowa. We are entirely content to rest our case there. We never said we got Illinois rates on all our Illinois business. We stated that we got most of it."

If this is all true and the facts are as so claimed and stated by Mr. Ripley, does it necessarily or properly follow that the petitioners are entitled to what they demand in this proceeding? Certainly, if the proof fails to sustain the material portion of those allegations, it would hardly be claimed that the commissioners would be justified in granting said demand, if they are to be governed by the showing made or evidence submitted.

The laws of the state of Michigan provide certain limitations upon the right of railway companies in that state to charge for carrying passengers, but as to freight charges there seems to be, so far as this board is advised, only the following restrictions as to their tolls and compensation therefor:

"Provided, that in transporting freight by the car loaded by the shipper and unloaded by the consignee, no railroad company shall charge for transporting each of such cars more than \$3 for any distance not exceeding ten miles, nor more than 50 cents per mile for the second ten miles, nor more than 25 cents per mile for the third ten miles, and for distances exceeding thirty miles in no case shall the charge between any two points on the said railroad exceed the minimum charge on the entire line. This provision shall not apply to the Upper Peninsula, nor to any company operating less than fifteen miles of railroad."

The evidence in this case discloses that the rate set forth for that state in what is called the comparison of state tariffs, filed as an amendment to the original petition herein, is substantially the tariff of rates charged by the Chicago & North-Western railway on its lines situated in that state, and a tariff sheet submitted by the respondents showing the rates in actual use on the Michigan Central or Michigan Southern roads in that state showed lower rates than many now in force in this state. There has nothing been submitted to show the relative amount of traffic carried at the higher or the lower rate in that state under those different schedules, and the car load rate fixed by statute is much lower than allowed under the Iowa schedule upon all articles, except soft coal.

The laws of the state of Wisconsin do not provide for the promulgation of any schedule of rates in that state similar to the one required by the laws of this state.

The evidence before the commissioners as to the rates on which local business is done by the roads in the state of Wisconsin, shows a very large amount of traffic carried on under commodity rates lower than the rates fixed in this state for like articles, and while a large amount of such traffic in that state may be at higher rates, there is nothing before the commissioners from which any reasonably definite conclusion can be reached as to the relative amount or importance of the traffic at either the higher or the lower rates in that state.

Under the laws of the state of Minnesota the railway companies subject to the laws of that state are required to file their tariffs of rates, fares, charges and classifications with the board of railroad commissioners of that state, and if such commissioners find that the same are in any respect unequal or unreasonable they are authorized and directed "to compel any common carrier to change the same and adopt such rate, fare, charge or classifications as said commission shall declare to be equal and reasonable." Under the power so given, the commission of that state has adopted, under date of September 8, 1894, a schedule fixing rates on grain to be transported over the lines of the Great Northern Railway company in that state, that is materially lower than those set forth in the table of rates for that state as set forth in said comparison of state tariffs filed by the petitioners, and the only other rates fixed by said commission of the state of Minnesota, as appears from a letter of the secretary of said commission, filed with this board, "are rates on hard coal, Duluth to Mankato, a distance of 226 miles, at \$2.50 per ton, with two transfers; and from Duluth to Moorhead, a distance of 213 miles, at \$2.25 per ton," all of which orders and rates so fixed by said commission seem to be or are likely to be contested in the courts by the railway companies affected by the same.

As to the state of Missouri, according to the evidence submitted to this commission, the railroad companies doing business in that state make their own tariffs, subject to approval or revision by the commissioners there, and no two lines seem to be governed by or receive the same local rates. The tariffs in force on the St. Louis, Keokuk & Northwestern in that state submitted to this commission, seem to show materially lower rates, caused, as claimed, by



water competition, than the rates now in force in this state under the present schedule, while those in force on the Hannibal & St. Joseph road show materially higher local rates than in force here.

In the state of Illinois, where the laws and conditions generally seem to be more analogous to those of this state than any other, and upon which the petitioners seem, as before stated, chiefly, if not almost exclusively, to rely in this proceeding, we find from the evidence submitted in this case, that what are called commodity tariffs are in force applicable to such towns and cities as Rockford, Forreston, Oregon, Aurora, Batavia, Geneva, Polo, Sterling, Rock Falls, Peoria, Peru, Quincy, etc., that cover a very large number of articles used for manufacturing purposes, as well as numerous articles of the traffic locally upon the railroads of that state, and giving lower rates than are in force in this state under the present schedule upon similar articles, and much lower than the maximum fixed by the Illinois commissioners' schedule. The reasons why that is done in that state are not very material so far as this case is concerned, but the fact that it is done is material as affecting the weight that should be given to the commissioners' schedule of that state in this controversy. There is no doubt that the roads of that state charge and receive the maximum rates fixed by the commissioners whenever they can practically do so, but it is equally well established by the evidence, and admitted by the petitioners in this case, that in many instances, and covering a large portion of traffic, they do not receive those rates. The short line of the Chicago & North Western road from Chicago to Clinton on the Mississippi river, a distance of about 135 miles, seems to limit and control to a great extent the amount that the Chicago, Burlington & Quincy road can charge on their longer line between Chicago and Quincy on the same river, a distance of about 393 miles. At nearly all junction points where different roads cross or intersect in the state, the longer line takes the short line rate. The Chicago, Rock Island & Pacific road, where it comes in competition with the canal, takes less than the commissioners' rates, and where it does not it will, when practicable, again charge the maximum rate. The roads running from Chicago to East St. Louis by a direct or somewhat circuitous route, all make a very low rate to that point on about 250 commodities, lower than either the Illinois or Iowa commissioners' rates, and will charge, may be, the Illinois commissioners' rate out for a distance of about 155 miles, and will then run about flat, as it is called, to the terminal point, for the remainder of the distance. If it is necessary for an interior manufacturing town in that state or the state of Wisconsin to have a low rate on their raw material from points further east and north, in order to enable them to compete in the western markets, where their product is largely distributed, they get such rates, although the same may be much lower than either the Illinois or Iowa commissioners' schedule upon the same class of articles. This states the situation briefly as to rates in said state of Illinois, and without setting out here tables of comparisons of such rates and other details that do not affect the real merits of this controversy.

It is conceded in this case by the petitioners, no matter whether it arises by reason of the statutes of this state, or by reason of the peculiar situation or surroundings in the state, that all of the railroads doing business in this state, receive upon all of their local business, subject to the provisions of the present schedule, the full amount allowed as maximum rate by that Iowa schedule, and that they can continue so to do as long as the same is in force and present laws and conditions continue to exist. It is just as clearly a fact that no such state of affairs exists at the present time in the state of Illinois, or any other state with which a comparison of tariffs is asked by the petitioners in this proceeding.

Another important allegation is made in these proceedings as to the state of affairs existing in the adjoining state of Illinois, and not in this state, and in substance, at least, couched to be true by the petitioners, is that in relation to the difference regarding what is called the in-haul on freight from east initial and manufacturing points to points in Illinois, as compared with Iowa, and that matter is stated in one of the papers, or arguments submitted to the board upon the part of the respondents as follows:

"Almost every cross point in the state of Illinois, which includes all the jobbing points, enjoy what is known as the pro rate on all their freight; that is to say, the railroads in the state of Illinois only get a percentage of the through rate made from New York to destination, the rate which is made by the eastern roads and always on a much lower basis than the basis of rates from Chicago west. This is determined by percentages, as the following illustrations will show: Suppose the rate on fifth class goods, New York to Chicago, is 35 cents, the rate to Rock Island or Quincy both on the Mississippi river and across the state of Illinois would be 121 per cent of this rate, or say 314 cents; of this rate the western road only gets 20 per cent, or 6 cents per hundred, to which is added perhaps 2 cents per hundred terminal charges, making at the outside 8 cents per hundred for a haul in one case of 165 miles, and in

another case of about 240 miles. This is what Mr. Ripley means in speaking of the proportion of a through rate. It will be observed the jobber in Quincy and Rock Island only pays 6 cents per hundred pounds more for his freight than does his Chicago competitor, although he is across the state on its western border.

"Unfortunately for the Iowa jobber, the pro rate system stops short at the east bank of the Mississippi river, and the Iowa jobbers are here met by what the railroads call 'arbitraries.' There are no pro rates after you cross the Mississippi river. The arbitraries from East Burlington to Ottumwa, a distance of 76 miles, which are added to the rate from the eastern shipping or manufacturing point to the East Mississippi river are: First class, 37; second class, 31; third class, 25; fourth class, 18; fifth class, 12 1/2.

"When you compare these rates for the distance carried with the rates to the east bank of the Mississippi river, the disproportion will be at once observed."

It also appears from the evidence that in said state of Illinois, as well as the other states having tariffs that are sought to be made a basis of comparison in this case, joint rates, to a considerable extent, are in force between most of the roads, whereby when goods are transported over two or more lines, the through or combined total rate is less than the sum of the local rates on each line, and that such is not the case, to any material extent in this state.

Now, if the commissioners of the state of Illinois were required under the laws of that state to make, or if the railway companies themselves, doing the local business of that state, were required to make a schedule of rates applicable to the whole local business of the state, and that for any reason, statutory or otherwise, said schedule of rates must be a minimum as well as a maximum schedule in other words, that the roads could charge no more and receive no less than the rates fixed in that schedule, and that the same fairly must be so adjusted to the various business interests and different localities, as well as to such railway companies, and such a schedule of rates in force in the state of Illinois was presented to the commissioners of this state as a basis of comparison, can any one doubt that a very different schedule would be presented than the maximum schedule now claimed to be in force in said state, and would that not be to a great extent true of every other state within which comparisons are sought to be made? If such schedules were presented from those states there would then still be the differences necessarily incident to the differences in circumstances and conditions surrounding the business done in such states respectively to be taken into consideration in making the comparisons sought, but to ask this commission to take the evidence submitted at the various hearings of this case and virtually construct such a tariff or schedule for those states, or to imagine what the same would be if fairly and properly constructed, and then compare such an imaginary document with the schedule now in force in this state, only goes to show or prove that the comparisons that have been asked to be made in this case by the petitioners can have but very little value in determining the real merits of the questions involved.

Then after setting forth the various provisions of the laws of this state, conferring upon the commission authority to make and revise schedules of reasonable maximum freight rates, the decisions of the courts, state and national, construing the same and defining to a certain extent what is a reasonable rate, and also the difficulties the commissioners had heretofore labored under in obtaining the proper or necessary information from the railway companies doing business in the state as to the relative amount and expense incident to the local traffic as compared with the interstate, that would enable them to determine with any reasonable degree of accuracy, what amount of revenue such local traffic should fairly yield to the railways doing the business, they conclude their opinion in the case as follows:

This is not an application that brings up, to any considerable extent, the question as to the mathematical basis upon which the schedule should be made; there is no question made as to what particular increment should be adopted, or whether that increment should be changed after the first one hundred miles, or any other distance. The main question is as to the amount of additional revenue, or compensation that should be allowed the railways of the state for doing the local business therein. It is not a very material question to them in that respect whether they receive it on the first number or the last number of miles the traffic is hauled, so long as they receive it for the whole or entire haul or service. This question as to the increment or adjustment of the particular parts of the schedule is one that affects the shipper and business men in the various localities of the state, and the particular business in which individuals or classes of persons may be engaged in the state, more than it does the carrier doing the business.



The present schedule in those respects seems to be reasonably satisfactory to all the various cities and localities of the state. It may not look so well on paper from a mathematical or scientific point of view, but it does seem, so far as anything has been made to appear to the commissioners in this proceeding, to be reasonably well fitted to the business situation in this state. Shippers from other states can reach, upon the rates now in force, nearly every locality in the state, and compete with business men located here in the state. The people of the state can do business with each other. We think that it can fairly be inferred from all the evidence submitted at these hearings, that the people of this state upon their local and interstate business combined, are now paying, and have paid ever since the present schedule of rates has been in force, their full and fair proportion of revenue to the petitioning railways in this proceeding, as compared with the amounts paid by the other states through which their said lines run for the like business done in other states. Now if the petitioners insist, under such circumstances, that the strictly proper local business subject to the present schedule is not paying its proper share of the income that should be derived from the same, and insist upon that amount being accurately ascertained and paid, is it not fair to the people of the state or the consumer, who must inevitably pay the increased cost caused by the additional freight rates imposed, and reasonable for the commission to require, to have the amount of that additional charge determined with some reasonable degree of accuracy before imposing such same? Does not fairness to all interests require that much to be done? It is conceded that it costs more, proportionately to carry and handle local freight than it does the large amount of through business on these trunk lines of the state. It is also well known that the people of this state have a much greater interest in having low and reasonable interstate rates than a mere local rate. Yet when the question of adjustment as to local rates comes, it should be settled upon some reasonable and fair basis, and not so as to cause an unjust burden upon that traffic. The people or residents of the state through which these lines run have to bear whatever inconvenience there may be caused by their operation; their farms are cut and divided, and they must at every highway crossing "stop, look and listen" for approaching trains, carrying at a rapid rate this immense through or interstate traffic, and their local trade and business should not be lost sight of entirely by these great through lines in their pursuit of through or interstate business. It is very questionable whether it is to their own interests to do that.

The conclusion cannot well be escaped, if any attention is paid to the statements of business men of the state, made at various hearings in this case, and to numerous letters, communications and statements on file in the case received, from nearly all parts of the state from business men, that any such material raise of rates made now, as asked for by the petitioners in this case, would very seriously affect their business and virtually compel many to cease trying to carry on their business under the adverse circumstances now known to exist throughout this, as well as other states.

We, therefore, believing that the case as made by the petitioners, and upon the kind of evidence offered, or submitted, does not establish the truth of the material allegations contained in the petition as to the present rates being inadequate or unremunerative as therein alleged, and that the case so made would not justify this board in revising said schedule by increasing the rates as asked for in said petition and amendment thereto, hereinbefore referred to; and believing further that the present is an inopportune time for the commissioners to take up the matter of a revision of said schedule upon other lines, or from other sources of information than those suggested or furnished by the petitioners in this case, refuse to revise the schedule, and direct that the said petition be dismissed.

At the various hearings had before the commissioners of the said matter, both sides of the controversy were ably represented. The debate and discussion at times were animated, but never acrimonious. They were characterized in the main by candor and earnestness on the part of the participants. Many facts were developed tending to show the difficulties and embarrassments the railways labor under, as well as those incident to the shipping and business interests of the state as affected by rates for transportation that will be of service in the adjustment of any future controversies of like nature that may arise in the state.

From the 25th of October to the 11th day of November, 1895, there were filed with the board a number of petitions quite numerously signed, as follows:

## BOARD OF RAILROAD COMMISSIONERS.

To the Board of Railroad Commissioners for the State of Iowa;

GENTLEMEN—We, the undersigned farmers and business men of Cerro Gordo county, Iowa, hereby respectfully represent that in our opinion railroad freight charges are too high, and impose severe burdens on us in the shipment of produce—now about one-third of the price of our grain is charged for shipment to Chicago, and like charges are imposed on us from Chicago or other points—and we respectfully ask your honorable board to revise and to the current prices of products of the farm and in other lines.

To which, under date of November 11, 1895, the commissioners caused reply to be made as follows:

To the Petitioners of Cerro Gordo and Other Counties:

In the matter of freight rates:

The commissioners infer from the language used in the petitions presented, that the main cause of complaint is the rates on grain from your locality to Chicago and other cities affording a market outside of this state. The Board of Railroad Commissioners of this state have no jurisdiction or authority to fix rates upon interstate traffic, but are confined in that respect to shipments wholly within the state, or beginning and ending therein. In August, 1894, the board representing and stating that long experience had proven the schedule of rates adopted by the commissioners and in force in this state to be inadequate and unremunerative, and that it failed to yield said railways adequate compensation for the service rendered, and known at that time that owing to the failure of crops and business depression generally, the railways in question had comparatively little traffic, and were suffering serious losses of revenue by reason thereof. Several hearings were had before the commissioners, and a large amount of evidence was submitted bearing upon the questions involved, and the board, after full consideration thereof, declined to authorize any increase in the local rates that might be charged in the state. That hearing made the commissioners quite familiar with the matter as to how the rates in force here upon local traffic would compare with those in force upon similar traffic in other and adjoining states, and unless in your judgment you have something in high, that was not submitted at said former hearings, the commissioners would hardly think that the public interests would now require another hearing, with the object in view of a material reduction of such local rates. If that is what is sought to be accomplished by your petitions at this time. If, however, as the commissioners presume your object is, rather to obtain a reduction in the interstate rates now in force, an application should be made to the Interstate Commerce commission at Washington, D. C., under the provisions of what is known as the Interstate Commerce act. The commissioners of this state will be pleased to forward a copy of your petition on file with them to the Interstate Commerce commissioners, and render you any assistance within their province to obtain a hearing of the matter before that tribunal, if you so desire. Very respectfully yours,

By order of the board,

W. W. AINSWORTH,  
Secretary.

## REVISION AND PRESENT STATE OF THE LAW.

The Twenty-fifth General Assembly passed an act providing for the appointment of a commission to revise and codify the laws of the state, and its report showing the changes made, the statutes omitted and what amendments and further legislation it may deem necessary is expected to be before the next general assembly for its action thereupon. The railway legislation as well as that relating to other subjects will therefore be before that body for review and such changes as may be deemed necessary or proper.

It may be well, therefore, to review somewhat the decisions of the courts construing the present law and ascertain the present status from the judicial point of view. The commissioners will also present some matters, although they may be mostly in the line of recommendations formerly made, that they deem worthy of consideration by the law-making power, in connection with such decisions of the courts, by the next general assembly.



The charters of railway companies when first granted in this, as well as other states, usually contained a provision authorizing them to demand such sum or sums of money for the transportation of persons and property and for storage of property as they deemed reasonable. It was for a long time claimed on the part of the railway companies that state charters and particularly that certain provisions thereof as to fixing rates constituted a contract between such corporations or companies and the state within the provision of the Federal constitution, prohibiting legislation by any state impairing the obligation of contracts; that the right of the companies to operate their respective roads and charge reasonable compensation for their service was the essential franchise granted and could not therefore be changed in any material particular by state legislation. For a time this, their contention, seemed to be practically sustained by the courts, and what were reasonable rates was a question to be determined in the first instance by the railways as one party to such contract, subject to review, however, by the courts. This brought about a state of affairs not at all satisfactory to the people of this and several adjoining states and in 1874 the legislature of this state enacted a law to "establish reasonable maximum rates of charges for the transportation of freight and passengers on the different railroads of this state." In other words the other party to such alleged contracts, claimed and asserted the right to fix absolutely the charges, or compensation that should be received by such companies for their services. The railway companies doing business in the state challenged the constitutionality of this act and a bill was filed by one of them in the courts of the United States to restrain the enforcement of that statute, and the case was finally decided by the supreme court of the United States. The chief justice who wrote the opinion used the following language:

This company, in the transaction of its business, has the same rights and is subject to the same control as private individuals under the same circumstances. It must carry when called upon to do so, and can charge only a reasonable sum for the carriage. In the absence of any legislative regulation upon the subject, the courts must decide for it, as they do for private persons when controversies arise, what is reasonable. But when the legislature steps in and prescribes a maximum charge it operates upon this corporation the same as it does upon individuals engaged in a similar business.

The validity of the act was sustained by that court and for quite a period of time after that decision was rendered it was claimed that the legislature could fix absolutely and without any interference by the courts the rates that could be charged.

This law was in force about four years but did not seem to be satisfactory, and in 1878 the same was repealed. An act was at the same time passed providing for the appointment by the governor, with the advice and consent of the executive council, of a board of railroad commissioners, who were to have general supervision of all railroads in the state, and certain advisory powers, and whose salaries and expenses were to be paid by the railways. The duties of railroad companies were also in certain cases prescribed by that act, and they were also thereby prohibited from discriminating in their rates and from charging unreasonable rates. In 1888 the board of railroad commissioners was made elective, their salaries to be paid by the state, as other state officials, and they were granted additional powers, and the railway law now in force was enacted.

The section of the act of the twenty-second General Assembly that has attracted the most attention and has been the subject of the most contention in the courts is the one that empowers and directs the railroad commissioners to make for each of the railroad corporations doing business in the state a schedule

of reasonable maximum rates of charges for the transportation of freight and cars on each of said railroads, including the power of classification of all such freights, and which makes such schedule in all courts of the state *prima facie* evidence that the rates therein fixed are reasonable and just maximum rates of charges for such freight and cars upon the railroads for which the same were prepared. That section was copied from the Illinois statute passed by the legislature of that state in the year 1873, and which is still in force in that state. When first challenged, soon after its enactment, in the courts of that state its validity was sustained, and when again recently challenged, after being in force for more than twenty years, the supreme court of the state held the same to be good and valid. The same provision of the law here, and the action of the commissioners in pursuance thereof, has been challenged in the courts of this state and of the United States, and so far has been sustained as a valid exercise of the law-making power of the state. The service of the common carrier cannot be dispensed with. It does not depend on the volition of any individual whether he will patronize the carrier. He has got to do it, for the business, as has been said, is at the foundation of our whole social and commercial fabric, and what most interests the public is the nature of the facilities furnished and the amount they have to pay for the service rendered. Some of the other states have in recent years enacted more stringent laws upon this subject of regulating rates, and have attempted to give the schedules fixing the same more binding force than has been attempted by the later enactments here; the state of Nebraska, by direct action of its legislature in fixing such a schedule of rates, and the state of Texas, through its board of commissioners, neither of which when brought before the courts of the United States have so far been entirely sustained. The people of the nation have in their sovereign capacity granted certain powers to the national government and the courts established under its authority, and they have also in the same capacity placed certain restrictions upon the law-making power of the several states. The experience of the past does not justify any fear that the public interests will suffer any material or permanent injury from the action of the courts, either state or national. They are gradually and firmly elucidating many of the perplexing problems arising out of this subject of public control of the vast transportation interests of the country, and these in the end will, no doubt, be established upon the principles of right and justice to all interests concerned. As has been said by one of the justices of the supreme court of the United States, the great question to be decided and which was argued and decided in that court in what is known as the "Granger cases," was the right of the state within which a railroad company did business to regulate and limit the amount of their traffic charges, and there was no decision as to the extent of the control.

In the recent Texas case of *Reagan v. Farmers Loan and Trust Co.*, in the supreme court of the United States, a decision was rendered bearing upon this question of the extent of such control. The validity of the statute in its provisions generally, including those giving its commission authority to make a schedule of rates, seems to have been sustained, but the particular schedule made by such commission was set aside as being unreasonable and unjust in the rates fixed by the same. We quote the following language from the opinion in said case:

It appears from the bill that in pursuance of the powers given it by this act the state commission has made a body of rates for fares and freights. This body of rates as a whole is challenged by the plaintiff as unreasonable, unjust and working a destruction of its rights of property. The defendant denies the power of the court to entertain an inquiry into that matter, insisting that the fixing of rates for carriage by a public carrier is a matter wholly



within the power of the legislative department of the government and beyond examination by the courts. It is doubtless true, as a general proposition, that the formation of a tariff of charges for the transportation by a common carrier of persons or property is a legislative or administrative rather than a judicial function, yet it has always been recognized that if a carrier attempted to charge a shipper an unreasonable sum the courts had jurisdiction to inquire into that matter and to award to the shipper any amount exacted from him in excess of a reasonable rate; and also in a reverse case to render judgment in favor of the carrier for the amount found to be a reasonable charge. The province of the courts is not changed, nor the limit of judicial inquiry altered because the legislature, instead of the carrier, prescribes the rates. The courts are not authorized to revise or change the body of rates imposed by a legislature or a commission; they do not determine whether the rate is preferable to another, or what, under all circumstances, would be fair and reasonable as between the carriers and the shippers; they do not engage in any mere administrative work; but still there can be no doubt of their power and duty to inquire whether a body of rates prescribed by a legislature or a commission is unjust and unreasonable, and such as to work a practical destruction to rights of property, and if found so to be, to restrain its operation.

Then, after quoting from a number of former cases decided by that court, the opinion proceeds as follows:

These cases all support the proposition that while it is not the province of the courts to enter upon the merely administrative duty of framing a tariff of rates for carriage, it is within the scope of judicial power and a part of judicial duty to restrain anything which in the form of a regulation of rates operates to deny to the owners of property invested in the business of transportation that equal protection which is the constitutional right of all owners of other property. There is nothing new or strange in this. It has always been a part of the judicial function to determine whether the act of one party (whether that party be a single individual, an organized body or the public as a whole) operates to divest the other party of any rights of person or property. In every constitution is the guarantee against the taking of private property for public purposes without just compensation. The equal protection of the laws which by the fourteenth amendment no state can deny to the individual, forbids legislation in whatever form it may be enacted, by which the property of one individual is, without compensation, wrested from him for the benefit of another or the public. This, as has often been observed, is a government of law and not a government of men, and it must never be forgotten that under such a government, with its constitutional limitations and guarantees, the forms of law and machinery of government, with all their reach and power, must in their actual workings stop on the higher side of the unnecessary and uncompensated taking or destruction of any private property legally acquired and legally held.

It would seem from this decision that the state cannot fix absolutely and without regard to the interests of the carrier these rates of charges, but that the question of their justice and reasonableness to a certain extent, and under certain circumstances, is still a matter of investigation and determination in the courts of both state and nation. The present Iowa law is based upon that theory, and recognizes the potency of the principles and propositions so announced by the courts.

But the question of the extent of such authority of the courts, and the manner in which it shall be exercised, is not yet very clearly defined or fully settled. In a later case than the Texas one already quoted from, the supreme court of the United States not only review that case somewhat, but many other prior cases in the same court bearing upon those questions. We refer to *St. Louis & S. F. R. Co. v. Gill*, decided March 4, 1895. A judgment had been rendered against the railway company in the Arkansas courts for the penalty imposed by the law of that state for overcharges of passenger fares. The validity of that statute was the main question to be passed upon by the supreme court of the United States, and it is not only of interest for its review of other cases, but for the suggestions it contains as to the proper method of contesting a schedule of rates fixed by state authority, and because of its holding that in testing the validity of rates as

applied to any particular railway the receipts of the entire line in the state must be considered in determining whether the same would be reasonable for a branch of the same.

We quote from the opinion of the court, by Mr. Justice Shiras, the following:

We are thus brought to the second proposition relied on by the plaintiff in error, that, as the act, when applied to the defendant's railroad, requires the company to do business at a positive loss, it therefore constitutes a taking of defendant's property without due process of law.

Whether if the power of the state to fix and regulate the passenger and freight charges of railroad corporations has not been restricted by contract, there can be found, by judicial inquiry, a limit to such power in the practical effect its exercise may have on the earnings of the corporations, presents a question not free from difficulty. Given the case of a general law prescribing rates to all companies, can the courts inquire whether such rates are reasonable, and may they find that as to one company the prescribed rates permit it to do business at a profit, and as to another, whose facilities are inferior, or where expenditures are greater, the rates afford no profit? And will the fate of the law, as to its validity, depend, in each case, on the result of such an inquiry?

This court has declared in several cases that there is a remedy in the courts for relief against legislation establishing a tariff of rates which is so unreasonable as to practically destroy the value of property of companies engaged in the carrying business, and that especially may the courts of the United States treat such a question as a judicial one, and hold such acts of legislation to be in conflict with the constitution of the United States, as depriving the companies of their property, without due process of law, and as depriving them of the equal protection of the laws.

The case of *Chicago Railway Co. v. Minnesota* was a writ of error to review a judgment of the supreme court of Minnesota, awarding a writ of mandamus against the railway company. The state of Minnesota, by an act approved March 7, 1887, had established a railroad and warehouse commission, providing that the rates of charge for transportation of property published by the commission should be final and conclusive as to what are equal and reasonable charges, and that there should be no judicial inquiry as to the reasonableness of such rates; and the railroad company contended that the rates prescribed by the commission were unreasonable, and that, as the company was not permitted to put in testimony as to the reasonableness of such rates, the act was in conflict with the constitution of the United States, as depriving the company of its property without due process of law, and by depriving it of the equal protection of the laws. As heretofore stated, the company's position was sustained, and the decree of the Minnesota court awarding the writ of mandamus was reversed. But it will be observed that the state was represented by the commission, and that the remedy went to the validity of the legislation as affecting the railroad company's business as a whole. It was not a suit between the company and an individual customer. Mr. Justice Miller, in his concurring opinion, said:

Until the judiciary has been appealed to to declare the regulation made, whether by the legislature or by the commission, voidable for unreasonableness, the tariff of rates so fixed is the law of the land, and must be submitted to both by the carrier and the parties with whom he deals; that the proper, if not the only, mode of judicial relief against the tariff of rates established by the legislature or by its commission is by a bill in chancery asserting its unreasonable character and its conflict with the constitution of the United States, and asking a decree of the court forbidding the corporation from exacting such fare as excessive, or establishing its rights to collect the rates as being within the limits of just compensation for the service rendered; that until this is done it is not competent for each individual having dealings with the carrying corporation, or for the corporation with regard to each individual who demands its services, to raise a contest in the courts over the questions which ought to be settled in this general and conclusive method; and that in the present case, where an application is made to the supreme court of the state to compel the railroad companies to perform the services which their duty requires them to do for the general public, which is equivalent to establishing by judicial proceedings the reasonableness of the charges fixed by the commission, I think the court has the same right and duty to inquire into the reasonableness of the tariff of rates established by the commission before granting such relief, that it would have if called upon so to do by a bill in chancery.

*Chicago Railway Company v. Wellman*, 143 U. S., 239, was a contest over the validity of an act of the legislature of Michigan passed in June, 1890, fixing the amount per mile to be charged by railways for the transportation of passengers. On the very day the law took effect, to-wit, October 2, 1890, one Wellman went to the railroad company's office in Port



Huron, and tendered for a ticket from that place to Battle Creek the sum of \$3.20, instead of \$4.80, which had been the regular fare. This was refused, and Wellman immediately brought an action for damages, and recovered a judgment for \$101, an amount sufficient to take the case to a higher court; and ultimately the supreme court of Michigan affirmed the judgment, sustaining the validity of the law. But the observations of this court by Mr. Justice Brewer are very pertinent to the present case. After stating the facts in the case he said: "Can it be, under these circumstances, that the court erred in peremptorily refusing to instruct the jury that an act fixing a maximum rate of two cents per mile is unconstitutional? Is the validity of a law of this nature dependent upon the opinion of two witnesses, however well qualified to testify? Must court and jury accept their opinion as a finality? Must it be declared as a matter of law that a reduction of rates necessarily diminishes income? May it not be possible, indeed does not all experience suggest the probability that a reduction of rates will increase the amount of business and therefore the earnings?" And referring to the following observation made by the supreme court of Michigan in passing upon the case: "In the stipulation of facts in the taking of testimony in the court below, neither the attorney-general nor any other person interested for or employed in behalf of the people of the state took any part. What difference there might have been in the record had the people been represented in the court below, however, in our view of the case, is not of material inquiry." Mr. Justice Brewer added: "We think there is much in the suggestion. The theory upon which, apparently, this suit was brought is that parties have an appeal from the legislature to the courts; and that the latter are given an immediate and general supervision of the constitutionality of the acts of the former. Such is not true. Whenever, in pursuance of an honest and actual antagonistic assertion of rights by one individual against another, there is presented the validity of any act of any legislature, state or federal, and the decision necessarily rests on the competency of the legislature so to enact, the court must, in the exercise of its solemn duties, determine whether the act be constitutional or not; but such an exercise of power is the ultimate and supreme function of courts. It is legitimate only in the last resort, and as a necessity in the determination of real, earnest and vital controversy between parties. It was never thought that, by means of a friendly suit, a party beaten in the legislature could transfer to the courts an inquiry as to the constitutionality of the legislative act. \* \* \* Our suggestion is only to indicate how easily courts may be misled into doing grievous wrong to the public, and how careful they should be not to declare legislative acts unconstitutional upon agreed and general statements, and without the fullest disclosure of all material facts."

Similar observations may be found in *Dow v. Beideman*, 125 U. S., 680, a case wherein the validity of the very act now in question was assailed, and where this court affirmed the judgment of the supreme court of Arkansas, sustaining the act. In that case the action had been brought by a passenger claiming penalties because he was charged more than the statutory rates, and the case went off on an agreed statement of facts, and it was said in this court by Mr. Justice Gray: "The plaintiffs in error do not contend that it is always or generally unreasonable to restrict the rate for carrying each passenger to three cents a mile. They argue that it is so in this case by reason of the admitted facts, that with the same traffic that their road now has, and charging for transportation at the rate of three cents per mile, the net yearly income will pay less than one and one-half per cent on the original cost of the road, and only a little more than two per cent on the amount of its bonded debt. But there is no evidence whatever as to how much money the bonds cost, or as to the amount of the capital stock of the company as reorganized, or as to the sum paid for the road by that corporation or its trustees. It certainly cannot be presumed that the price paid at the sale under the decree of foreclosure equaled the original cost of the road, or the amount of outstanding bonded debt. Without any proof of the sum invested by the reorganized corporation or its trustees, the court has no means, if it would under any circumstances have the power of determining that the rate of three cents a mile fixed by the legislature was unreasonable. Still less does it appear that there has been any such confiscation as amounts to a taking of the property without due process of law."

The court here reviews said case of *Reagan v. Farmers Loan and Trust Co.* and says in relation to it that "The opinion of this court on appeal was that while it was within the power of a court of equity in such case to decree that the rates so established by the commission were unreasonable and unjust, and to restrain their enforcement, it was not within its power to establish rates itself or to restrain the commission from again establishing rates."

As already stated, the defendant's railway was composed by consolidation of one incorporated in Missouri and of two incorporated in the state of Arkansas. The allegations contained in the fourth answer of the railroad company have reference to that part of the defendant's railroad that originally belonged to the St. Louis, Arkansas & Texas Railway company, incorporated under the laws of the state of Arkansas. Those allegations were to the effect that such portion of the railroad was traversed by the plaintiff below, and was highly expensive to construct and maintain, and that the cost of transporting passengers over said division and the maintenance thereof exceed the maximum fixed by the act of 1887. The offers of evidence we also understand, notwithstanding their general terms, to have been intended to sustain the allegations contained in the fourth answer, and not to be applicable to the company's entire railroad. Thus one of the offers was to show that "the actual cost of carrying each passenger over that portion of defendant's railway in plaintiff's petition mentioned and over all its railway therein referred to, did and does now exceed the sum of 3 cents per mile for each and every passenger so carried," and another was to show that "3 cents per mile for the service rendered by defendant in carrying passengers, at the times in plaintiff's petition mentioned, over the line of railroad therein mentioned, was not reasonable compensation, and that no less than 5 cents per mile would be a reasonable sum."

It therefore appears that the allegations made and the evidence offered did not cover the company's railroad as an entirety even in the state of Arkansas, but were made in reference to that portion of the road originally belonging to the St. Louis, Arkansas & Texas railway, and extending from the northern boundary of Arkansas to Fayetteville in said state. In this state of facts we agree with the view of the supreme court of Arkansas, as disclosed in the opinion contained in the record, and which were to the effect that the correct test was to the effect of the act on the defendant's entire line, and not upon that part which was formerly a part of one of the consolidating roads; that the company cannot claim the right to earn a net profit from every mile, section, or other part into which the road might be divided, nor attack as unjust a regulation which fixed a rate at which some such part would be unremunerative; that it would be practically impossible to ascertain in what proportion the several parts should share with others in the expenses and receipts in which they participated; and finally, that to the extent that the question of injustice is to be determined by the effects of the act upon the earnings of the company, the earnings of the entire line must be estimated as against all its legitimate expenses under the operation of the act within the limits of the state of Arkansas.

Sometimes in acting on this subject the state legislatures have created commissioners or boards of public works, with power to establish rates for the transportation of passengers and freight, and in such instances the course recommended by Mr. Justice Miller, already cited may well be followed; that the remedy for a tariff alleged to be unreasonable should be sought in a bill in equity or some equivalent proceeding, wherein the rights of the public as well as those of the company complaining can be protected.

But there are other cases, and the present is one, where the legislature chose to act directly on the subject by themselves establishing a tariff of rates and prescribing penalties. In such cases there is no opportunity to resort to a compendious remedy, such as a proceeding in equity, because there is no public functionary or commission which can be made to respond, and, therefore, if the companies are to have any relief it must be found in a right to raise the question of the reasonableness of the statutory rates by way of defense to an action for the collection of the penalties.

However, we have seen that, in the present case, the evidence failed, in that it was restricted to a part only of the railroad, and that even if the evidence could be understood as applicable to the entire line in Arkansas, there was no finding of the facts necessary to justify the courts in overthrowing the statutory rates as reasonable, but that, on the contrary, the company's case depended on allegations admitted by the demurrer of a party, who, in no adequate sense, represented the public; and upon the whole, we do not feel warranted, by all that appears in this record, in declaring invalid an act of the legislature of Arkansas which on its face appears to be a legitimate exercise of power, and which has not been shown, by clear and satisfactory evidence, to operate unjustly and unreasonably in a constitutional sense, against the plaintiff in error.

#### JOINT RATES.

The question of joint rates has been a vexed one in this as well as some other states for several years last past. When chapter 28 of the acts of the Twenty-second General Assembly was enacted it was insisted by many that a provision as to such rates should be inserted therein, but it was deemed best by a majority of



the members of that legislative body not to any further complicate that measure by such insertion, and it would seem that subsequent experience has fully justified that course. In the commissioners' report for 1893 a statement of the condition of the matter and the litigation pending up to that time was given, and in their report for 1894 that history was continued and a review of the subject given. No further decisions of the courts have been rendered since then to change the legal status of the matter, and we cannot do better now for such statement than to quote from the last report the following:

In their last report the commissioners set forth quite fully the status at that time of what is known as the joint rate matter and gave in full the latest decision of the supreme court of the state bearing upon the question. Since that was made another decision has been rendered by the same court bearing upon some of the questions involved, but the main and most important one, namely, the validity of the statute authorizing the commissioners to fix joint rates, is still considered by many as a debatable legal question.

Some of the provisions of chapter 28 of the acts of the Twenty-second General Assembly, particularly the one making it unlawful for any common carrier subject to that act to charge, or receive, any greater compensation in the aggregate for the transportation of property for a shorter than a longer distance over its railroad, all or any portion of the short haul being included in the longer, were construed to in effect prohibit, or make it unlawful for the roads to continue the practice of making joint rates in accordance with the above mentioned principle of such rate-making.

To remedy this, the Twenty-third General Assembly passed what has become known as the joint rate act, and which was slightly amended by the Twenty-fourth General Assembly, by adding a few words that had apparently been left out of the prior act by some mistake or oversight.

Said act as so amended is as follows:

"An act to amend chapter 28 of the acts of the Twenty-second General Assembly, giving authority for the making of rates for the transportation of freight and cars over two or more lines of railroad within this state, and enlarging the powers and further defining the duties of the Board of Railroad Commissioners.

*Be it enacted by the General Assembly of the State of Iowa:*

SECTION 1. That chapter 28 of the acts of the Twenty-second General Assembly be and the same hereby is amended as follows: That said chapter 28 of the acts of the Twenty-second General Assembly shall not be construed to prohibit the making of rates by two or more railroad companies for the transportation of property over two or more of their respective lines of railroad within this state, and a less charge by each of said railroad companies for its portion of such joint shipment than it charges for a shipment for the same distance wholly over its own line within the state, shall not be considered a violation of said chapter 28 of the acts of the Twenty-second General Assembly, and shall not render such railroad company liable to any of the penalties of said act, but the provisions of this section shall not be construed to permit railway companies, establishing joint rates, to make by such joint rates any unjust discrimination between the different shipping points or stations upon their respective lines between which joint rates are established, and any such unjust discrimination shall be punished in the manner and by the penalties provided by chapter 28 of the acts of the Twenty-second General Assembly.

SEC. 2. All railway companies doing business in this state shall, upon the demand of any person or persons interested, establish reasonable joint through rates for the transportation of freight between points upon their respective lines within this state, and shall receive and transport freight and cars over such route or routes as the shipper shall direct.

Car load lots shall be transferred without unloading from the cars in which such shipments were first made, unless such unloading in other cars shall be done without charge therefor to the shipper or receiver of such car load lots, and such transfer be made without unreasonable delay, and less than car load lots shall be transferred into the connecting railway cars at cost, which shall be included in and made a part of the joint rate adopted by such railway companies or established as provided by this act. When shipments of freight to be transported between different points within this state are required to be carried by two or more railway companies operating connecting lines, such railway companies shall transport the same at reasonable through rates, and shall at all times give the same facilities and accommodations to local or state traffic as they give to interstate traffic over their lines of road.

SEC. 3. In the event that said railway companies fail to establish through joint rates or fail to establish and charge reasonable rates for such through shipments, it shall be the duty of the board of railroad commissioners, and they are hereby directed, upon the application of any person or persons interested, to establish joint rates for the shipment of freight and cars over two or more connecting lines of railroad in this state, and in the making of such rates or changing or revising the same they shall be governed as nearly as may be by all the provisions of chapter 28 of the acts of the Twenty-second General Assembly, and shall take into consideration the average of rates charged by said railway companies for shipments within this state for like distances over their respective lines, and rates charged by the railway companies operating such connecting lines for joint interstate shipments for like distance.

The rates established by the board of railroad commissioners shall go into effect within ten days after the same are promulgated by said board, and from and after that time the schedule of such rates shall be prima facie evidence in all of the courts of this state that the rates therein fixed are reasonable and just maximum rates for the joint transportation of freight and cars upon the railroads for which such schedules have been fixed.

SEC. 4. Before the promulgation of such rates as provided in section 3 of this act the board of railroad commissioners shall notify the railroad companies interested in the schedule of joint rates fixed by them; and they shall give said railroad companies a reasonable time thereafter to agree upon a division and to notify the board of such agreement. The board of railroad commissioners shall, after a hearing of the companies interested, decide the same, taking into consideration the value of terminal facilities and all the circumstances of the haul, and the division so determined by the board shall in all controversies or suits between the railroad companies interested be prima facie evidence of a just and reasonable division of such charges.

SEC. 5. Every unjust and unreasonable charge for the transportation of freight and cars over two or more railroads in this state is hereby prohibited and declared to be unlawful, and each and every one of the companies making such unreasonable and unlawful charges, or otherwise violating the provisions of this act, shall be punished as provided in chapter 28 of the acts of the Twenty-second General Assembly for the making of unreasonable charges for the transportation of freight and cars over a single line of railroad by a single railroad company.

SEC. 6. This act being deemed of immediate importance shall take effect and be in force from and after its publication in the Iowa State Register and the Des Moines Leader, newspapers published in the city of Des Moines, Iowa."

The following words in the latter part of section 3, "rates therein fixed are reasonable and just maximum rates for the," printed in italics, are the ones incorporated by the amendment passed by the Twenty-fourth General Assembly above mentioned.

Soon after the passage of said act by the Twenty-third General Assembly, the Burlington, Cedar Rapids & Northern Railway company commenced an action in chancery, in the Johnson county district court, to restrain and enjoin the board of railroad commissioners of the state from establishing and promulgating joint rates of charges for the transportation of freight and cars over the plaintiff's railroad and other connecting lines under the provisions of said act.

The petition sets forth the grounds upon which the attack was thus made directly upon the law, and is as follows:

"Petition in Equity. Your petitioner, the Burlington, Cedar Rapids & Northern Railway company of Iowa, a corporation duly organized and existing under and by virtue of the laws of Iowa, complains and says: That defendants, Peter A. Dey, Spencer Smith and F. T. Campbell, compose the board of railroad commissioners of the state of Iowa. That under and by virtue of chapter 28 of the acts of the Twenty-second General Assembly authority is given to said board to fix, establish and publish reasonable maximum rates of charges for the transportation of freight upon railroads within said state. That a schedule of rates has been adopted by said board for petitioner, which was by it duly accepted and adopted as reasonable and just.

"Your petitioner would now further show that by the act of the Twenty-third General Assembly, entitled 'An act to amend chapter 28 of the acts of the Twenty-second General Assembly, giving authority for the making of rates for transportation of freight and cars over two or more lines of railroad within this state, and enlarging the powers and further defining the duties of the board of railroad commissioners,' a copy of which act is attached hereto and made a part hereof, it is provided that all railway companies doing business in this state, upon the demand of any person, shall establish joint rates for the transportation of freight between points on their respective lines, and shall receive and transport freight and cars over such routes as the shipper shall direct. It is further provided by said chapter 28 of the acts







*Revised Schedule of Reasonable Maximum Rates for the Transportation of Freight Within the State of Iowa.*

Notice is hereby given that in pursuance of the acts of the Twenty-second General Assembly of the state of Iowa and of the acts of the Twenty-third General Assembly of the state of Iowa, the schedule of reasonable maximum rates of charges for the transportation of freight within the state of Iowa now in effect on the respective lines of railway of said state has been revised and amended by the adoption of the following:

From and after the 15th day of August, 1900, the following railroad companies engaged in the business of common carriers and doing business within the state of Iowa, viz: Chicago & North-Western; Chicago, Burlington & Quincy; Chicago, Rock Island & Pacific; Chicago, St. Paul, Minneapolis & Omaha; Chicago, Santa Fe & California; Kansas City, St. Joseph & Council Bluffs; Sioux City & Pacific; Toledo, Peoria & Western; Tabor Pacific; Chicago, Milwaukee & St. Paul; Dubuque & Sioux City; Burlington & Western; Chicago, Burlington & Kansas City; Chicago, Iowa & Dakota; Crooked Creek; Des Moines & Northwestern; Des Moines & Kansas City; Central Iowa; Fort Madison & Northwestern; Hamstead & Shenandoah; Iowa Northern; Keokuk & Western; Mason City & Ft. Dodge; Minneapolis & St. Louis; Chicago, St. Paul & Kansas City; Omaha & St. Louis; Ottumwa & Kirksville; St. Louis, Des Moines & Northern; St. Louis, Keokuk & Northwestern; Wabash Western; Sioux City & Northern; and Tabor & Northern shall be governed by the following rule in making rates for freight passing over two or more lines within the state:

The maximum rate of freight to be charged by any railroad company receiving business from a shipper at a station on its line within the state of Iowa destined to a point within the state of Iowa on another line of railroad, or receiving freight originating within the state of Iowa on the line of another railroad and destined to a point within the state of Iowa on its line shall be 80 per cent of the Iowa tariff rate which became effective August 1, 1900.

This rule will not apply to business received from or delivered to the Burlington, Cedar Rapids & Northern Railway company, pending the hearing of the injunction proceedings instituted by said company before Judge Fairall, restraining the commissioners from putting in joint rates. The rates fixed by the commissioners June 18, 1900, are hereby revoked.

W. W. AINSWORTH,  
Secretary.

[SEAL]

On October 8, 1900, the injunction issued against the commissioners in the suit commenced by said Burlington, Cedar Rapids & Northern Railway company having in the meantime been dissolved, they issued another notice or order similar to the above, including the said Burlington, Cedar Rapids & Northern Railway company in the same, with all the other roads mentioned in said former order and which last mentioned order concluded as follows:

"The maximum rate of freight to be charged by any railroad company receiving business from a shipper at a station on its line within the state of Iowa destined to a point within the state of Iowa on another line of railroad, or receiving freight originating within the state of Iowa on the line of another railroad, and destined to a point within the state of Iowa on its line, shall be 80 per cent of the schedule of reasonable maximum rates of charges for the transportation of freight and cars in Iowa, as fixed by the board of railroad commissioners of Iowa, and now in effect.

October 8, 1900.

W. W. AINSWORTH,  
Secretary.

Des Moines, Iowa, October 8, 1900."

In February, 1901, actions in equity were commenced in the Pottawattamie district court by the attorney-general at the instance of the board of railroad commissioners against the Chicago & North-Western and several other railway companies, to enforce the said order as to the so-called joint rates. The petition in those cases alleged in one count in substance as summarized by the judge before whom said case was tried, that the board of railroad commissioners fixed these so-called joint rates by virtue of the power vested in them by the acts of the two general assemblies heretofore quoted. That is to say pursuant to those acts, said commissioners altered, changed and revised the original maximum rates which they theretofore established and made them apply to shipments over two different lines of road, and altered the amount which the two separate roads might charge where the shipment was from a point on the line to a point on another; and in another count the proceedings of the commissioners and manner pursued in making said orders were set out and the claim made that the same were in substantial compliance with all the provisions of said joint rate act of the Twenty-third General Assembly, and the prayer of the petition was as follows:

SPENCER SMITH,  
PETER A. DRY,  
FRANK T. CAMPBELL,  
Railroad Commissioners.

"That a decree be entered declaring said order, the rates established thereby, and the schedule of maximum rates as modified thereby, to be just and reasonable; that the court decree a mandatory and perpetual injunction compelling obedience to and compliance with said order by said defendants, its officers, agents, servants and employees, and for such other and further relief as may be deemed just and proper."

To those petitions the defendants filed demurrers, raising many objections, but the main questions involved were the constitutionality of those acts of the legislature and the power of the court to put in force those orders. That is to say, as stated by said judge, "To grant the relief prayed for in the petitions; to determine in advance that these rates are reasonable and just; and to compel the railroad companies to put them in force."

Those cases were tried before Judge Deemer, of said Pottawattamie district court, and on the 15th of April, 1899, he delivered an opinion in which all the railway legislation of the state bearing on the questions involved was reviewed, and we quote from that opinion the following, as showing what that court or judge considered the material question to be decided:

"It seems to me that the first question that the court is to determine here is whether or not it has the power to do what is asked of it.

"It is claimed by the attorney-general, and conceded on all sides, that if the court grants this order the effect of it will be to make these rates fixed by the commissioners absolute and conclusive evidence as to what are just and reasonable rates for shipments over connecting lines in this state.

"At the outset of this inquiry the question arises whether this court is vested with the power to determine in advance of any actual litigation as between persons directly interested what shall be conclusive evidence as to reasonable and just rates for the shipment of freight within this state.

"Has a court of chancery the inherent power to fix rates? It occurs to me that this question of fixing rates is a legislative function in the first instance. The legislature has the power by virtue of a long line of decisions, commencing with 94 U. S., to establish rates of freight. They may also appoint a commission for the purpose either of making evidence as to what shall be just and reasonable rates, or they may appoint this commission and delegate to it the power of fixing the rates absolutely. This last proposition is of a good deal more doubt than the other. But there are authorities holding that the legislature may delegate this power to a commission.

"Where the power is delegated to a commission to fix the rates absolutely, that commission then acts in a sort of judicial sense, and it must act according to the established rules of law. That is to say, it may not deprive a person or corporation of its property without due process of law. It can not undertake to fix rates which in effect do deprive persons or corporations of the use of their property, or say what they shall have for its use, without giving notice to these persons or corporations affected in order that they may appear at the time the hearing is fixed and show why the rates shall not be established at what they propose to fix them.

"Now, then, what order is it that the commissioners make when they establish rates under those laws I have quoted? These statutes, and all of them, say that these rates when so established shall be regarded as prima facie evidence that the rates so fixed are just and reasonable. The commissioners, in my judgment, did not make any order at that time as the word 'order' or 'rule' or 'regulation' is ordinarily used, and as used in these statutes. 'Now we will furnish to the simply fix a rule of evidence. They say in fixing these rates, 'Now we will furnish to the world, and to all persons who may have litigation with these companies, the evidence, the prima facie evidence, upon which they may bring their suits.' I take it that this fixing of the maximum rates is not an order to these companies. They are not directed to do anything by the commissioners. They are simply notified by the commissioners that they have fixed a rate of freight, and the law says that that rate so fixed in all suits shall be regarded as prima facie evidence that that rate is reasonable. In other words, the companies are not bound to charge that rate. They certainly may charge a lower rate than that. They are not prohibited from so doing. They may charge a higher rate, but if they charge this higher rate then the burden is upon them in any litigation which may arise to show that that higher rate is just and reasonable. When the suit comes on for trial all that the complainant need do is to furnish this certified schedule of rates fixed by the railroad commissioners and (show that) more has been charged, and that makes out his case. But the railroad companies may show that the schedule in question is unreasonable, and they may make their contest in any actual litigation.

"I take it, it is quite clear that the court has no power, in the first instance, to determine in advance what rates should be charged for shipments to be made to-morrow, next week or next year. That is a legislative function. Courts can only determine in actual controversies



what shall be a reasonable rate. For instance a man brings a suit against a railroad company for extortion, or for unjustly discriminating against him and taking more than ought by him to be paid. There is an actual controversy, and the court may in that case determine for that particular case what a reasonable rate should be. But for the court to go ahead in advance of an actual controversy and say that in all cases a certain charge shall be reasonable for shipments which may be made in the future, is, it seems to me, making law, and not expounding the law already made.

"It is true that the commissioners have power to make certain orders, but those orders relate to the management of the roads, to their equipment, station facilities, switches, and the like. Here they have a right to make an order. That order directs the company to do a certain thing with reference to a particular station, or with reference to the bridges, or to the equipment of the road, and if it fails to comply, it is then the duty of the commissioners to bring suit in the name of the state to compel the company to obey the order, and then all the court is to determine is whether that order is a reasonable and just one or not. If the court determines it is reasonable, then it orders the company to immediately comply with the order made by the commissioners. But this, it seems to me, is an entirely different matter.

"Here the commissioners do not issue an order to the company to adopt these rates, because it is not in the nature of an order. This is simply fixing evidence.

"The court certainly cannot do any more in making this order than the railroad commissioners did; this ought to be conceded. If the court simply has the power which is vested in it by the statute that is, if it has no common law power as a court of chancery to fix rates in advance, then it only has the power granted to it by the statute. Its powers are simply those. The railroad commissioners fix a schedule of rates which are prima facie evidence of what are just and reasonable rates. Now can a court do more than that? I take it no. Suppose the court should enter a decree that these rates are just and reasonable? What advantage would it be to the commissioners or anybody else in the state? The schedules fixed are simply prima facie evidence, which are just as valid now, being fixed by the commissioners, as if this court should say that it is good prima facie evidence. In other words, I do not believe that any court of equity has the power to determine whether a rule of evidence is a good rule of evidence or not. The state in any event is bound by the schedules. Courts of equity, in my judgment, are not instituted for the purpose of determining in a suit instituted by the state whether a rule of evidence fixed by the legislature, or fixed by somebody commissioned by it, is a good rule of evidence or not. This is not the object of courts.

"So it seems to me the only way in which this can be brought before the court is for some person to make a complaint to the railroad commissioners, some one who claims that he has been wronged by these companies in the shipment of freight. He can make complaint to the railroad commissioners, and they determine this question, and then they can bring these companies to do certain things with reference to these rates. Upon such order being made, the court might enforce it, because it then amounts to the dignity of an order. But until some complaint is made to the railroad commissioners under the provisions of these different acts, and they make an order with reference thereto, it seems to me that this court has nothing to do with the case."

And then further along in said opinion he says: "It is claimed also that this statute is unconstitutional because no notice is required, and no notice was in fact given by the commissioners before they fixed these so-called joint rates.

"As I have already said, if this is simply making a rule of evidence, then I think the statute is constitutional.

"Again, administrative boards may be created by the legislature, or boards of inquiry may be created, invested with powers to determine what shall be considered prima facie evidence of certain things, and, as long as their powers are not absolute, but are merely advisory to the legislature, or to the people of the state, or simply furnish prima facie rules of evidence, they may act without giving notice to anybody. And so long as the matter remains open to the persons affected at some time to present the question of the administration of their property, or the question of the reasonableness of the rates, the statute is not vulnerable to the objection made. That is to say, if this board simply fixes a rule of evidence, and in a particular case which may be brought hereafter, the companies have the right to contest that rule of evidence at the time of the trial, they are not then deprived of their property without due process of law, because before the right becomes absolute in the particular case they have the opportunity to contest it.

"This is a familiar rule of constitutional law, I believe, and it seems to me it is applicable to this case."

And he gives his conclusion as follows:

"My conclusion then is: That the joint rates fixed by the board of railroad commissioners are in effect to-day just as they were at the time they were promulgated by the board. That is to say they are now prima facie evidence as to what are just and reasonable charges over connecting lines of road. And that in any controversy, in any suit which may lawfully be brought by any person who is authorized to bring such suit, this evidence may be introduced now the same as it could have been when the rates were promulgated.

"That this court has no power to determine the justness or unreasonableness of a rule of evidence.

"That this court has no power, at the instance of the state, either under the statute or by virtue of its being a court of chancery, to determine in advance what shall be just and reasonable rates for the transportation of freight.

"That that is a legislative derivative function of power, and this court never has been invested with power to determine the question.

"That this court has no power to say that a rule of evidence which is declared by the statute to be prima facie evidence shall hereafter be absolute and conclusive evidence.

"And this is what is sought to be done by the state in this case. The court has no jurisdiction to entertain the suits, and the demurrers to all these petitions will have to be sustained."

Although the commissioners might personally concur with many of the views of the law expressed by said court or judge in that opinion, and might believe that the law as thus construed would accomplish all that was ever intended by its enactment, yet they deemed it to be their duty to have the questions involved in these cases passed upon by the highest tribunal in the state. They, therefore, requested the attorney-general to take an appeal to the supreme court, which was done, and largely with the view of obtaining, if practicable and proper, the judgment of that court, as then constituted, upon the validity of said joint rate statute.

The case was decided in the supreme court, and the opinion of the court by Kline, J., was filed on May 14, 1894. That court does not discuss or pass upon the question that the lower court seemed to think decisive of the case, but in the higher court it is made to turn upon the question of the commissioners failing to give the proper notice required by said joint rate act before making said orders, and they are therefore held to be of no force or effect regardless of the question as to whether any such orders could lawfully be made if the proper notices were given, and that court in effect decline to pass in that case upon the validity or constitutionality of said joint rate act, as appears by the following quotation from said opinion:

"Some preliminary questions, which do not involve the validity of the law, are raised, which must be determined at the outset, and which, to our minds, are decisive of these cases:

"First.—It is conceded that no notice of an intention to fix these rates was ever given by the railway commissioners to defendants. On the part of the state, it is contended that the schedule of rates in controversy is but a revision of the schedule of reasonable maximum rates fixed and promulgated in 1888, so that no such notice was necessary. The defendants contend that the schedule of 1890 is in no sense a revision of the schedule of 1888, but an independent and original schedule. If the latter claim is correct, it seems to be conceded, and is undoubtedly true, that the giving of notice of an intention to fix such rates, in advance of making them, was a requirement of the law absolutely necessary to be complied with in order to confer jurisdiction on the board to fix the rates in controversy. It will be observed that the one count of the petition is based on the thought that under the act of 1888, and the first section of the act of 1890, the commissioners had power to establish joint rates, and that the schedule in controversy was made without regard to, and not by virtue of, the subsequent provisions of the act of 1890. If a joint rate could be established under the act of 1888, as seems to have been attempted, then the failure to give notice is justified by the fact that that act only required such notice when the original schedule was made, not a revision thereof; and if the schedule in controversy is merely a revision of that of 1888, made by virtue of the power given in said act, the objection that no notice of an intention to make it was given would not be well taken. The determination of the question, then, as to whether notice of an intention to fix the rates and make the schedule in question was not an act essential to confer jurisdiction on the board to make it, involves a finding as to the power of the board to make a joint rate under the act of 1888. The act of 1888 provides only for the fixing of single rates for each road, while the act of 1890 makes provision for the establishment of joint rates applicable to two or more lines of road. There is nothing in the act of 1888, c. 28, touching joint rates, except the following provision in section 7 of that act: 'And in cases where passengers and freight pass over continuous lines or routes in this state operated by more than one common carrier and the several common carriers operating such lines or routes, have established joint tariffs of rates or fares or charges for such continuous lines or routes, copies of such joint tariffs



shall also in like manner be filed with said commissioners, etc. This section contemplates that such joint rates may be agreed upon by the railway companies, and in such case provision is made for the commissioners to make publication thereof. Nowhere in that act is any power conferred to make joint rates. But it is claimed that such power is conferred by the first section of the act of 1880, in connection with the act of 1888. We are unable to see that the first section of the act of 1880 confers any new or additional powers upon the board of railway commissioners. That section reads: 'That chapter 28 of the acts of the Twenty-second General Assembly be and the same hereby is amended as follows: That said chapter 28 of the acts of the Twenty-second General Assembly shall not be construed to prohibit the making of rates by two or more railroad companies for the transportation of property over two or more of their respective lines of railroad within this state, and a less charge by each of said railroad companies for its portion of such joint shipment than it charges for a shipment for the same distance wholly over its own line within the state, shall not be considered a violation of said chapter 28, of the acts of the Twenty-second General Assembly, and shall not render such railroad company liable to any of the penalties of said act, but the provisions of this section shall not be construed to permit railway companies establishing joint rates, to make by such joint rates any unjust discrimination between the different shipping points or stations upon their respective lines between which joint rates are established, and any such unjust discrimination shall be punished in the manner and by the penalties provided by chapter 28 of the acts of the Twenty-second General Assembly.' Now, it will be seen that this section in no way relates or confers to the railway commissioners, nor does it increase or diminish their powers. It simply provides that the companies may, by agreement, make a joint through rate over two or more lines, and each charge therefor a less sum than is charged for a like shipment for the same distance wholly over its own line within the state. It follows, then, if the power to establish a joint rate exists at all outside of the provisions of the subsequent section of the act of 1880, it must be by virtue of the act of 1888 alone. It is said by the attorney-general, in his argument: 'The latter sections of the act of 1880 give to the commissioners the power, perhaps, to make such a through, continuous rate. This power, if it exists, has, however, not been attempted to be exercised. \* \* \* The first section only amends the law of 1888 in respect of discrimination. The latter sections confer the power to adopt a new method of procedure to obtain an object which can also be attained under the powers previously existing.' The argument, then, is that the order is so made as that it does not prescribe a joint rate, but an independent rate for each road; hence, it was properly made under the acts of 1888, without notice, being a mere revision of the schedule made in 1888. We do not think this claim is well founded. A rate fixed to govern two or more roads, as to a shipment which passes over all of them, while in one sense a separate rate as to each, in that it fixes the rate at a certain per cent of what each might charge for a like shipment for the same distance wholly over its own line, is nevertheless, in legal effect, a joint rate, and must be treated as such. It is said in *Railway Co. v. Day*, 82 Iowa, 312, 48 N. W. 98: 'And it is equally plain that the joint rates of charges cover all the charges for the transportation over two or more roads, as though they constituted one road, the rates fixed determining the whole charges. It is also plain that these joint rates consist of the separate rates of each separate road.'

"Now, the rate fixed by the schedule in question was for a through shipment over two lines of road. That the form of the order provided that each road constituting or more the one line should only charge 80 per cent of a certain other rate for the same kind of traffic did not make the rate any the less a joint rate, because the rate and schedule in question applied only to through joint shipments; and a rate applicable only to a continuous shipment over two or more lines of road must, of necessity, be a joint rate, no matter what the form or phraseology of the order fixing it may be. Any other holding would result in authorizing the railroad commissioners to establish, promulgate, and have in effect, at the same time, and applicable to the same road, two different schedules of rates for the same identical service. Suppose two or more railroad companies mutually agreed that, for all through shipments over their respective lines, each company should have, as its proportion of the entire charge, 80 per cent of what it might lawfully charge for a like shipment for the same distance wholly over its own line. Could there be any question that a shipment made over such lines, and under such circumstances, would be a joint through shipment, and the rate a joint through rate, regardless of the plan by which division between the several roads of the entire sum to be charged should be made? The law expressly provides for just such agreements. Then why is such a rate, if made by the commissioners, any the less a joint rate than it would have been if entered into voluntarily by the interested companies? The character of the rate in controversy, as to being a joint rate or a local rate, must be determined from the shipment it is applicable to, and, if to a shipment which is to be continuous over two or more lines of road—

that is, a through shipment—that fact fixes its character as a joint rate. The law did not intend that the commissioners might fix in the first instance a rate for each road which should be prima facie evidence of a reasonable maximum rate, and thereafter, without settling aside such a rate, fix another less rate for the same service, and over the same road, which should also be prima facie evidence of a reasonable maximum rate. Therefore, the statute, as we have seen, authorizes the several companies to agree upon joint rates. The authority thus granted them is not to make rates independent of each other, and having no relation to another line of railway, and at a less rate than is charged over its own line of railway for the same service, but the rates are to be joint rates over two or more lines of road. Now, the 80 per cent which the commissioners' order authorizes each road to charge simply determines its proportion of a joint rate, not a local rate; and the order itself is a joint rate order, applicable, as we have seen, to continuous, through shipments over two or more lines of road.

"By the act of 1880 (section 3, c. 17) it is provided that the board, in making joint rates, 'shall be governed, as near as may be, by all the provisions of chapter 28, acts of the Twenty-second General Assembly.' In section 17 of said chapter, it is provided, 'that before fixing and deciding what the original maximum rates and classifications shall be it shall be the duty of the railroad commissioners to publish ten days' notice in two daily papers published in Des Moines setting forth in such notice that at a certain time and place they will proceed to fix and determine such maximum rates and classification; and they shall at such time and place as soon as possible afford to any person, firm, corporation or common carrier who may desire it an opportunity to make an explanation or showing or to furnish information to said commissioners on the subject of determining and fixing such maximum rates and classification.' Now, clearly, the rate in controversy, being as we hold, a joint rate, and not a revision of the schedule of 1888, is an original rate, independent of the rate fixed in 1888; and the board have no power to fix and adopt the same without giving the notice provided by law, applicable to an original rate. No such notice was given. The giving of the notice is jurisdictional, and hence the rate fixed without it is not binding—is, in fact, of no validity whatever."

When that opinion was filed Judge Deemer, who tried the case in the lower court, was a member of the supreme court, but, of course, took no part in the decision.

In the dissenting opinion in the first case, involving the validity of said joint rate act and hereinbefore referred to, the two judges filing the same do not hold that it is not within the power of the legislature to provide for the fixing and enforcement of joint rates, but they seem to base their objections to that particular act in question upon the provisions of section 2 requiring car load lots to be transferred without charge and other service at cost, and to the incongruities in the latter part of section 3, and the failure of the said act to make proper provisions to protect the rights of the carriers. They use the following language in their said opinion:

"These questions involve the validity of certain provisions found in chapter 17, laws Twenty-third General Assembly. I believe that parts of that act are plainly invalid, and ought not to be upheld by this court; and it is proper to say here that the question as to the power of the legislature to authorize the railroad commissioners to establish and promulgate joint rates for the transportation of freight over connecting lines of railroads is not necessary to be determined in this case. The question is, does the said act, by reason of its plain language, violate the constitution of the United States and of this state in so far as it compels a common carrier to perform service without compensation, or to surrender its property to another carrier, and thus deprive it of its property without due process of law."

Under the provisions of an act passed by the last general assembly the supreme court of this state has now six members, four of whom must concur in any opinion filed in any case that may now be brought before it for consideration and decision. The present members of that court are Judges Granger, Given, Rothrock, Kline, Robinson and Deemer.

It is and long has been practically a settled principle in rate making that a joint rate for a shipment over two or more lines of railway should be less in the aggregate than the sum of the local rates over each line.

Under the provisions of the present joint rate acts demand must first be made, by the person or persons interested, of the railway companies for a joint rate, and the companies must fail to give such rate before the commissioners can properly be applied to to establish such rates. Then the person or persons interested must make an application to the commissioners, and thereupon they are directed to establish joint rates for the shipment of freight and cars over two or more connecting lines of railroad in this state. The law might be clear enough so far, but



then comes section 4 of the act, which says that before the promulgation of such rates the commissioners "shall notify the railroad companies interested in the schedule of joint rates fixed by them, and they shall give said railroad companies a reasonable time thereafter to agree upon a division and to notify the board of such agreement," etc. Now there would be no practical difficulty in this so far as the mere method of procedure is concerned if a joint rate was wanted for a single shipment, or for any number of shipments, by any one or more persons from any designated points on the lines of two or more railways. A rate in the aggregate for that shipment could be fixed by the commissioners, and then the companies could be given an opportunity to divide the amount among themselves, and if they failed to agree the commissioners could render a decision as required by the statute. If only joint rates for each individual shipment are contemplated by the present statutes, they are capable of enforcement in their present form, although if such a procedure had to be gone through with for each shipment, or any number of shipments, to all the various places where the same might be sought to be made, the statute would be considered of very little value. To be of practical benefit to the shipping and business interests of the state, joint rates should be of general application the same as the schedules for shipments over one line of railway, and it is difficult to see how such rates can be more effectively or fairly made than upon the principle of allowing each line a certain percentage for the hauling of a shipment received from another line of the rate that they receive for one entirely on their own line. The commissioners are not aware of any serious complaint ever having been made by railway managers of the percentage fixed by this board in their order of October 8, 1890, so far as the same relates to the proportion each road should receive of the rate for a joint haul. That order reads as follows:

The maximum rate of freight to be charged by any railroad company receiving business from a shipper at a station on its line within the state of Iowa destined to a point within the state of Iowa on another line of railroad, or receiving freight originating within the state of Iowa on the line of another railroad, and destined to a point within the state of Iowa on its line, shall be 80 per cent of the schedule of reasonable maximum rates of charges for the transportation of freight and cars in Iowa, as fixed by the board of railroad commissioners of Iowa, and now in effect.

That in effect would give a joint rate all over the state; but it can be readily seen that in the very fixing or determining of the rate a division is made, or the share that would go to each railway company is allotted to it, and it would be a farcical proceeding for the board then to give the notice to the railroad companies to agree upon a division and notify the board of such agreement, as required by section 4 of said joint rate act and as the supreme court of the state has held must be done in order to legally establish such joint rates under the present statutes.

The commissioners for some time before said decision was rendered by the supreme court and since up to the present time, when addressed by persons interested, have advised them as to the claimed defect in said joint rate order, on account of such want of notice, etc., and also as to the status of the litigation before referred to, and the attention of several such persons was particularly called to the statute in question and what it required of persons desiring joint rates for any shipments, and they were informed that the commissioners were ready and willing at any time to take up any and all cases that should be presented, and pass upon the same in accordance with the requirements of said act so far as possible, but no case has as yet been presented in the requisite form or manner to call for action by the board.

At the hearing hereinbefore mentioned for an increase of freight rates, it was claimed by some of the railway officials present that in some portions of the state the business men were opposed to such rates. That they would benefit some cities or places and injure others. There is not much room for doubt, however, but that the state at large would be materially benefited if such rates as would be fair and reasonable could be enforced throughout the state.

It seems to the commissioners that if they are required to establish such rates, the present statute might properly be amended so as to require them before finally fixing and deciding what the same should be, to give notice to all the railways and persons interested similar to the notice required by section 17 of chapter 28 of the acts of the Twenty-second General Assembly before the schedule of maximum rates therein provided for should be finally fixed or decided upon, and in case such notice should be required, then section 4 of the present statute might be repealed and the law thereby made more effective.

Or if in the judgment of the members of the next General Assembly the 80 per cent basis, or any other per cent would form a just basis for joint rates, an act could be passed enacting in substance the rule or order before quoted into the form of a statute, and such rates could be made *prima facie* evidence in all the courts of the state that the same are reasonable and just maximum rates, the same as provided in the present law as to the schedule made by the commissioners, and the same penalties for violation could be applied, and the state would at once either have such joint rates or be in a position to speedily test the question whether the same can be lawfully established therein. With such joint rates in force throughout the state, if the present schedule of maximum rates should prove to be unjust or unremunerative, it would be the duty of the commissioners under the present law to revise the same.

#### FACILITIES FOR DOING BUSINESS AT STATIONS.

It has been before stated that as the state increases in wealth and population, increased facilities for doing business at railway stations are required. The custom has been established by many if not all the railway companies doing business in the state, of leasing or allotting land upon their station grounds to private parties for the purpose of erecting elevators, coal houses and for lumber yards, etc., to be used in connection with the grain, coal and lumber business carried on along the lines of such roads respectively. The railway companies are not always willing or able to grant such privileges to all applicants. Conflicting interests arise and quite frequently complaints are made to the commissioners alleging unjust discrimination in relation to the granting or in refusing to grant such privileges. When the first complaint in relation to such matters was made to the board in 1885 it replied to the same as follows:

We have given your inquiry careful consideration, and while the laws of Iowa give us power to deal with all cases of unjust discrimination in shipments, yet we are unable to conclude that we have power to compel the granting of a lease of land to one man because a lease has been granted to another. It seems to be the policy of the law to leave all who own lands to dispose of them by deed or other grant as they may see fit. It is not so with regard to shipments. Incident to the employment of a common carrier is the duty to work for all and render service to all alike. The reason assigned by the railroad company for refusing to lease to you is altogether one to be condemned, yet we feel our inability to reach such a case.

When a similar complaint was next made in 1888, somewhat different language was used, being as follows:



To give exclusive right of shipping grain at any point to a single shipper creates a monopoly and is against public policy, and would also be an unjust discrimination against any others who might desire, as in this case, to engage in the grain business.

And in that case they directed the railway company to allow complainant to erect suitable buildings on its grounds for carrying on a grain business. Since that time the commissioners, under the provisions of the statute which makes it their duty whenever in their judgment any change is necessary in the mode of operating its road and conducting its business in order to promote the security, convenience and accommodation of the public to so inform such railroad corporation, and also under the later provisions making it unlawful for any common carrier to make or give any preference or advantage to any particular person, or to subject any person to any prejudice or disadvantage, have assumed to investigate such complaints and have in most instances succeeded in obtaining a satisfactory arrangement or settlement of the controversy. When one such case, however, was recently before the supreme court of the state, but decided upon another feature not now under discussion, they use the following language in reference to any authority of the commissioners in such cases:

We are not passing upon the question of the right of the commissioners, when a proper case is made, to compel a railroad company to grant to a coal dealer, or to one proposing to deal in coal, the right to erect a coal house on its right of way. No such case is presented here; no sufficient basis has been laid in the complaint for the exercise of the power if it exists.

In a late case before the commissioners in which the complainant asked that the defendant railway company be required by the board to furnish additional station grounds and that a site be awarded him for scales, cribs, etc., so that he might engage in the grain business at such station, they had occasion to investigate the state of the law bearing upon the subject, and their opinion or report in the case has the following:

Under the general power to construct and operate railways given by the early English statutes and those of many of the states, the railroad companies had the right to purchase and condemn land, not only for their tracks, but also for a station, yards for the storing and keeping of cars, side tracks, warehouses and other necessary buildings for the receipt and delivery of freight, including live stock and the like.

The first act, however, of this state, granting to such companies the right of way, passed by the Fourth General Assembly January 18, 1833, limits the right of condemnation to a strip 100 feet in width, with certain exceptions, as shown by section 1 of said act, which reads as follows:

"That any railroad corporation in this state heretofore organized or that may be hereafter organized under the laws of this state, may take and hold, under the provisions of this act, so much real estate as may be necessary for the location, construction and reasonable use of their road. Such corporation may also take, remove, and use for the construction and repair of said road and its appurtenances, any earth, gravel, stone, timber or other materials, on or from the land so taken; provided, that the land so taken, otherwise than by the consent of the owners, shall not exceed 100 feet in width, except for wood and water stations, unless where greater width is necessary for excavation, embankment, or depositing waste earth."

In 1878 the Seventeenth General Assembly amended that section by simply adding after the words "corporation in this state," the words "or chartered by or organized under the laws of the United States or any territory," thus giving to corporations of other states and the United States the same powers as those of this state, and thus the law remained until 1884, when the Twentieth General Assembly enacted the following provision (chapter 170, section 1):

"Any railway corporation owning or operating a completed railway in the state of Iowa shall have power to condemn lands for necessary additional depot grounds, in the same manner as is provided by law for condemnation of the right of way; provided, that before any proceedings shall be instituted to condemn such additional grounds the railway company

shall apply to the railway commissioners, who shall give notice to the land owner and examine into the matter, and report by certificate to the clerk of the circuit court in the city (county) in which the land is situated the amount and description of the additional lands necessary for the reasonable transaction of the business, present and prospective, of such railway company. Whereupon said railway company shall have power to condemn the lands so certified by the commissioners."

Before the passage of this last mentioned act it had been decided by the supreme court of the state, that under the prior statute a railroad company had no right to condemn additional land for depot grounds, and that, therefore, any proceedings for that purpose might be enjoined by the courts. It would seem from the restrictions contained in the laws of this state as to the right to condemn land for depot purposes, that the legislature acted upon the theory that within the limit of the 100 feet that a company would have the right to take, there would be room for the necessary station facilities in most instances where land could not be acquired for such purposes by the consent of the owners.

In the case of *Jager v. Day*, 80 Iowa, 23, which presented the question of the authority of the commissioners to grant a certificate for the condemnation of land where there were no depot grounds outside of the right of way, the court says:

"But it is claimed in behalf of appellant that because the statute above cited does not authorize lands to be condemned except for 'additional depot grounds,' and that as there were no depot grounds at the place selected for a station, there could be no additional depot grounds. This appears to us to be an erroneous construction of the statute. If we understand counsel, his claim is that before the commissioners have power to act, there must be a station established, and there must be depot grounds, or there can be no additional depot grounds. At all railroad stations the 100 feet right of way is necessarily a part of the depot grounds. The station house, at which the business of the company is transacted, and the platforms, which are necessary to the transaction of the business, are located on the main line on the right of way, and the side tracks connecting with the main line are of necessity connected with the main line on the right of way. The expression 'necessary additional depot grounds' means such land in addition to that already acquired as may be necessary for depot purposes."

And the authority of the commissioners to act in such cases was sustained.

In the opinion of the commissioners as hereinbefore indicated, while it might be proper and justifiable for the company to seek to condemn additional ground for depot purposes, taking into account the transaction of their business, present and prospective, at the place in question, yet it would not be absolutely necessary to have such additional ground at the present time in order to furnish the facilities now required. Whether, under any circumstances, the commissioners could require a railroad company to apply to them for the certificate required by the statute as preliminary to the right of condemnation and then to institute the proper legal proceedings for such condemnation, as asked for in this case by the complainants, is not a question that the commissioners are in this matter required to pass upon as the facts found to exist would not justify such an order if they had the legal authority to make the same. Such an authority could only be inferred from the well recognized legal principle that when a statute confers upon such a corporation the power or right to do a particular thing, the law sometimes, by implication, makes it a duty to exercise that right or power so conferred.

Next as to the request made by the complainant, that this board make an order requiring the defendant to furnish room for and permit him to erect on the right of way or depot grounds included therein, now owned by said defendant company, scales, office, cribs and warehouse, in the event that the board find there is room for such facilities. The commissioners certainly can make no such order unless it is the duty of the defendant, under the law, to allow the complainant to do what he thus asks, and if this duty is imposed it must be under the provisions of some statute of this state, or arise under the principles of the common law or some usage that has the force of law.

As to the rights of the public and the defendant in relation to station grounds, Hutchinson, in his work on Carriers, uses the following language:

"The station is the private property of the company, subject to the rights of the public to enter it for the purpose of travel upon the road, or to send or receive of their goods by it, or to transact other legitimate business there; but the privilege to enter for any other purpose is subject to the control of the company. \* \* \* But the law will not permit undue or unreasonable preferences to be given in the right to be admitted on such grounds, among those who conduct themselves in an orderly manner, nor will exclusive privileges be allowed to some in plying their business there which are denied to others. Although such grounds may be private as to ownership, they are not so as to the purpose to which they are



appropriated, and while they are used mainly with a view to the convenience of those who travel, or transport their goods by the road, still others, against whom no special objections exist, should not be unreasonably or unequally excluded. Such discriminations are excluded by statute in England, and would, no doubt, be held unlawful in this country without statutory restrictions."

As to the duty of the carrier to furnish proper station facilities the same writer says: "The duty of the carrier extends also to the providing of proper and reasonable station facilities, such as platforms, warehouses, approaches and the like, and in case of a carrier of live stock it includes the furnishing of proper yards, gates and other appliances necessary to enable the stock to be received, loaded, unloaded and delivered to the consignee. For performing this service the carrier cannot impose an extra charge, nor authorize or require some other person or corporation to perform it and insist upon extra compensation."

Justice Dillon, in deciding a case in our own supreme court, uses the following language: "But I have no hesitation in saying that without any statute enacting it, there is a common law duty on these companies to provide reasonable accommodations at stations for the passengers who are invited and expected to travel on their trains."

The supreme court of the United States, in the case of *Cornington Stock Yards Co. v. Koth*, says:

"A railroad company as a carrier of live stock is obliged to provide necessary means and facilities for receiving live stock offered to it for shipment and for its delivery to the consignee \* \* \* without charge for such facilities. \* \* \* and when a railroad company does not provide suitable facilities for the delivery of live stock contracted to be carried by it, it may be compelled to deliver through facilities furnished by the consignee."

Of course the duty to provide suitable facilities for the receiving and delivery of grain would be as great as in relation to live stock, or any other kind of freight so commonly carried.

Chapter 77, section 10, of the acts of the Seventeenth General Assembly of this state, provides as follows:

"It shall be the duty of any railroad corporation when within their power to do so, and upon reasonable notice, to furnish suitable cars to any and all persons who may apply therefor for the transportation of any and all kinds of freight, and to receive and transport such freight with all reasonable dispatch, and to provide and keep suitable facilities for the receiving and handling the same at any depot on the line of its road."

The duty of a carrier under the common law as to treating all of its employers as patrons alike, or without any discrimination, has been stated by Chief Justice Appleton, of the supreme court of Maine, in language as follows:

"Common carriers are bound to carry indifferently within the usual range of their business for a reasonable consideration all freight offered and all passengers who apply. For similar equal services they are entitled to the same compensation. \* \* \* They cannot legally give undue and unjust preference nor make unequal and extravagant charges. Having the means of transportation they are liable to an action if they refuse to carry freight or passengers without just ground for such refusal. The very definition of a common carrier excludes the right to grant monopolies or to give special or unequal preferences. It implies indifference as to whom they may serve, and an equal readiness to serve all who may apply and in the order of their application."

By statute in this state it is also provided (chapter 28, section 4, acts of the Twenty-second General Assembly):

"It shall be unlawful for any common carrier, subject to the provisions of this act, to make or give any preference or advantage to any particular person, company, firm, corporation or locality, or any particular description of traffic, in any respect whatsoever, or to subject any particular person, company, firm, corporation or locality, or any particular description of traffic to any prejudice or disadvantage in any respect whatsoever," with certain provisions not material in this connection.

Such being the duties of common carriers both under the common law and the statutes of this state, it is necessary in order that the same be fulfilled or performed, that their station grounds, and the facilities furnished thereon, should be very largely, if not exclusively, under their own control and management.

The duty is primarily upon the defendant to furnish at the place in question all of the facilities there reasonably necessary "to promote the security, convenience and accommodation of the public." If the defendant company sees fit to entrust with the complainant, or any other person, the privilege or duty of furnishing any facilities there for buying, handling or shipping grain or other produce, it would certainly have the right to make the granting of the same subject to all legal and proper conditions and stipulations. The company could not be

expected to furnish ground to an unlimited extent, or to a great number of persons. It is true that it has become a common custom with railroad companies in this state to grant such privileges as those asked for by the complainant in this case upon the station grounds of such companies, where they own or control sufficient ground for such purposes, but it can hardly be claimed that such usage has as yet the force of law. The commissioners are informed it is now almost universally the case that the ground so occupied for elevators, warehouses, etc., is leased to the occupant, and which lease is made subject to certain important conditions that the lessee is required to assent to before obtaining the privilege. In other words, the granting of the same becomes, or is to a certain extent at least, a matter of contract or agreement between the parties, and not a right that can be claimed of the carrier by every person who desires to ship grain over its road by reason of any duty imposed upon it by law in its capacity as a common carrier. It is true that this board has held that where such railroad company has at any of its stations granted such privileges or facilities to one or more persons it is its duty, in order to avoid the discrimination prohibited by statute to grant the same to other proper persons applying for the same, to the extent of the means at the command of the company reasonably so to do. To say, however, at a station where the company has never granted such a privilege to any person it should be compelled to adopt that same course, without any statute or any common law principle being cited or known to the commissioners to justify such a ruling, would present a different question. The duty is upon the defendant, as before stated, to furnish the proper facilities, and no right has been created either by usage or contract or statute under which the complainant can demand what he asks for. The commissioners, no more than the courts, can make law; they only attempt to construe or enforce rights already defined, provided for or established by the law. As the supreme court of the United States has said in what is known as the "express cases" where more than one express company sought and demanded the privileges of doing business over the same railroad at the same time:

"The regulation of matters of this kind is legislative in its character, not judicial. To what extent it must come, if it comes at all, from congress, and to what extent it may come from the states, are questions we do not now undertake to decide; but that it must come, when it does come, from some source of legislative power, we do not doubt. The legislature must impose a duty, and when imposed it will, if necessary, be enforced by the courts; but unless a duty has been created either by usage, or by contract, or by statute, the courts can not be called upon to give it effect."

All of the authority granted to the commissioners under the laws of this state, so far as the present case is concerned, is found in section 3, chapter 77, acts of the Seventeenth General Assembly, the material points of which are as follows:

"Said commissioners shall have the general supervision of all railroads in the state operated by steam, and shall inquire into any neglect or violation of the laws of this state by any railroad corporation doing business therein, or by the officers, agents or employes thereof, and shall also from time to time carefully examine and inspect the condition of each railroad in the state, and of its equipment, and the manner of its conduct and management with reference to the public safety and convenience. \* \* \* Whenever, in the judgment of the railroad commissioners, it shall appear that any railroad corporation falls in any respect or particular to comply with the terms of its charter or the laws of the state, or whenever, in their judgment, any repairs are necessary upon its road, or any addition to its rolling stock, or any addition to or change in its stations or station houses, or any change in its rates of fare for transporting freight or passengers, or any change in the mode of operating its road and conducting its business, is reasonable and expedient in order to promote the security, convenience and accommodation of the public, said railroad commissioners shall inform such railroad corporation of the improvements and changes which they adjudge to be proper by a notice thereof in writing," etc.

And in another statute enacted later, provision is made for the enforcement by the courts of all such orders affecting public right, as are found to be reasonable and just, and in the refusal of compliance with any such orders the railway company is failing and omitting the performance of a public duty or obligation.

Under the power so granted to the commissioners they might find or determine that it was the duty of the defendant to furnish the proper facilities to enable the public to avail itself of the services of the defendant as a common carrier. To hold, however, under all the circumstances as disclosed by the evidence in this case, that the said complainant has a right under the law, as now existing, to demand of the defendant the assignment to him of a certain portion of ground for the purpose of erecting thereon an office, crib and warehouse, as asked for in his amended petition, and that it is within the jurisdiction of the commissioners to order or require the defendant so to do, would be going further than they feel justified in doing and consequently they decline to make such an order.



If the railway companies were themselves furnishing the facilities for carrying on these various lines of business now transacted upon their station grounds and persons dealing in those lines were all placed upon an equality in the use thereof, there would be no good cause for complaint, but under the present system, when any person desires to engage in the grain, coal or lumber business at any particular place, or establish any manufacturing plant or other business absolutely requiring a location adjacent to the track or sidetracks of a railway, and he applies to the proper agent of the company for a site and he is met with the statement or answer, "We have no grounds available for that purpose," or "There are already a sufficient number of persons engaged in that line of business at the place in question and we will not grant any more locations there for that kind of business," or "This company has done business with you at that or some other place and it has not resulted satisfactorily," or something to that effect, and "therefore you can not have the privilege you desire," such person is apt to think he has been unjustly or unfairly treated, and if the law furnishes no remedy one should be found and applied. It may be difficult for him to understand why the mere carrier of his goods or property should be in the position of being able to determine absolutely whether or not such a person shall be allowed to engage in the business he desires. It is true that the managers of the railways are interested in developing all the business along their lines that can be practically done, and they have parceled out and assigned localities on their station grounds as a rule with the utmost fairness and proper consideration to the many interests involved, and that spirit in the main still predominates and controls their action so far as the commissioners are informed and believe. Gradually, however, conditions and provisions are being inserted in the permits or leases given or granted by the company when such locations are assigned that in time may become, if not now, somewhat onerous. In one case quite recently before the supreme court of this state it appears that the plaintiff had erected a good, substantial elevator on the station grounds of the defendant railway company, and said elevator was totally destroyed by fire kindled by sparks and cinders escaping from a locomotive in consequence of defects in its construction and appliances and the negligent manner in which it was operated. In other words, it was destroyed because of the negligence of the railway company. There was a clause in the lease granting the site for such elevator, as follows: "Lessee further agrees to protect and save harmless said lessor from all liability for damage by fire which in the operation of the lessor's railroad or from cars or engines lawfully on its tracks may accidentally or negligently be communicated to any property or structure on said described premises." The said court, when the case was first before it, held that said provision of the lease was contrary to public policy and void. A rehearing of the case was granted and when last before the court the former decision was reversed, two of the justices dissenting. We quote the following language from the dissenting opinion to show the importance of the question involved, and as bearing somewhat upon the subject now under discussion:

On the rehearing we have been favored with elaborate arguments by representatives of several of the leading railway corporations doing business in the state, and in explanation it is said that the questions involved are of interest to all railway companies in the state, and that the former opinion, if adhered to, will seriously affect their management and business. It is probably fair to presume that leases with provisions similar to the one in controversy are now, or soon will be, in general use in the state and that the questions involved are of interest to the large number of persons who are now, or shall hereafter be, concerned in buildings and property located on land owned by railway corporations by virtue of leases from the corporations. The importance of the questions to the railways and to people doing

business with them is apparent. It does not seem to me that the authorities cited in the opinion of the majority justify the conclusions they reach. Section 129 of the code provides that "any corporation operating a railway shall be liable for all damages by fire that is set out or caused by operating any such railway. \* \* \* " It was said in *West v. Railway Co.*, 77 Iowa, 664, 38 N. W. 479, and 42 N. W. 512, that this statute imposes an absolute liability upon railway corporations without regard to the contributory negligence of the person injured, from damages resulting from fires set out or caused by negligently operating their railways. The facts admitted in this case show that the fire in question was caused by defendant in operating its railway, and that the fire was the result of negligence on its part. Whether a railway company may limit its liability for a fire which it causes without fault on its part is a question not involved in this case; but we are required to determine whether a railway company may, by a contract entered into before the act, limit its liability for a fire which is caused by negligence on its part in operating its railway. Section 130 of the code provides, in effect, that a common carrier or carrier of passengers cannot exempt itself from liability, as such carrier, by contract. Although there is some conflict in the authorities, yet it is the general rule in the absence of statutory regulations, that railway companies cannot restrict their liability for negligence in transporting passengers or freight by contracts made in advance of the carriage; and the same is true in regard to the power of telegraph companies to limit their liability for negligence in transmitting dispatches. It is said in *Cooley on Torts* (page 687) with reference to agreements of that kind, that "the case of carriers and telegraph companies have been specially mentioned, because it is chiefly in these cases that such contracts are met with. But, although the reasons which forbid such contracts have special force in the business of carrying persons and goods, or of sending messages, they apply universally, and should be held to defeat all contracts by which a party undertakes to perform another at the mercy of his own faulty conduct." In *Johansen's Adm'r's v. Railroad Co.*, (Va.) 118 E. 289, the administrator sought to recover damages for the death of his intestate, which was claimed to have been caused by the negligence of the railway company. The decedent had been a member of a firm of quarry men, which agreed with the railway company to remove a certain granite bluff from its right of way. He was killed by a train of the company while he was engaged in doing the work required by the agreement. There was evidence which tended to show that the accident was caused by negligence on the part of the company. It claimed exemption from liability, however, on the ground that the agreement provided that it should "in no way be held responsible for any injuries to, or death of, any of the members of the said firm, or of any of its agents or employees, sustained from said work, should such death or injury occur from any cause whatsoever." The court in commenting on this provision of the agreement, said: "To uphold the stipulation in question would be to hold that it was competent for one party to put the other parties to the contract at the mercy of its own misconduct, which can never be lawfully done where an enlightened system of jurisprudence prevails. Public policy forbids it, and contracts against the public policy are void. Nothing is better settled—certainly in this court—than that a common carrier cannot, by contract, exempt himself from responsibility for his own or his servant's negligence in the carriage of goods or passengers for hire. This is so, independently of section 129 of the code, and the principle which invalidates a stipulation for exemption from liability for one's own negligence is not confined to the contracts of carriers as such. It applies universally."

If such clauses can be upheld as legal and proper, others may be insisted upon as onerous or more so, and parties be required to sign the same as a condition precedent to being allowed to do business upon such station grounds.

#### SIDE OR SPUR TRACKS TO LOCAL INDUSTRIES.

The commissioners are also quite frequently questioned as to the rights of persons who have been unable to obtain locations upon such station grounds or right of way of the railway companies in relation to their rights to locate on their own grounds adjacent or near to the tracks or right of way of a railway company and have a spur or sidetrack connect with the tracks of the company, and thereby obtain the desired service of the carrier. An answer favorable to any such right can hardly be given under the present state of the law so far as the commissioners are informed or advised in relation thereto. It seems to the commissioners that the attention of the next general assembly might well be called to this subject with the view of having more clearly prescribed by statute the duties of the



railway companies in relation to this matter of granting privileges on their station grounds and right of way and defining the rights of persons desiring such privileges.

Or, if it should be deemed best to leave matters as they are now in those respects, some safeguard or check upon unjust or unreasonable requirements as to the granting of such privileges could be had by the enactment of a statute making it the duty of a railway company to allow a connection to be made with its main or sidetracks by any person owning or operating an elevator, manufacturing establishment, etc., built upon other land near to or adjacent to said railway tracks, within certain reasonable limits as to distance, and making it the duty of the company to receive and deliver freight upon such private tracks at such elevators or establishments upon proper terms and conditions.

#### PUBLIC WAREHOUSES.

Somewhat akin to the subject last under discussion is that of warehouses for the storage of grain and probably some other non-perishable products of the state, for such warehouses would have to be on station grounds, or near enough to railway tracks to be reached thereby.

The constitution of the state of Illinois, adopted by the people of that state in 1870 contained a provision declaring that "All elevators or storehouses where grain or other property is stored, for a compensation, whether the property stored be kept separate or not, are declared to be public warehouses." The state of Minnesota in 1886 passed an act declaring "All elevators or warehouses located at Minneapolis, St. Paul and Duluth, in which grain is stored in bulk, and in which the grain of different owners is mixed together or in which grain is stored in such a manner that the identity of the different lots or parcels cannot be accurately preserved, and doing business for a compensation, are hereby declared to be public warehouses." Laws have been enacted in those states requiring the owners or operators of such public warehouses in certain cases, or under certain circumstances, to give bonds with good and sufficient sureties, to secure the proper performance of the duties prescribed for them by such acts of their legislature, and also providing for the inspection of grain stored therein and the giving of proper receipts therefor which are properly registered, negotiable, and in the hands of the holder are evidence of title to the grain or property described in such receipts. Some of the other adjoining states have laws relating to the same subject. The surplus grain products of this state have been largely stored in such public warehouses of these adjoining states and those further eastward.

If some system could be devised that would be applicable and appropriate to the condition of affairs in this state it might be of material benefit both to the railways and people generally. In years past and now when a bountiful crop is produced in the state the railways cannot at all times furnish cars enough to move the same to distant markets as desired by shippers or producers. It is expensive to provide sufficient storage room on the farms where produced, and if there stored it is frequently miles away from the railway and at some seasons or when the roads are bad, difficult or expensive to get the grain to the railway when it is desired to sell and ship the same. If such public warehouses of sufficient capacity were located in the larger towns and cities of the state, or at junction points of different railways with a proper system of inspection in force, the grain could more rapidly and easily be delivered there. Receipts could be given the owner that would be available as collateral security for loans at our own banks; the owner of the grain could hold it until he desired to sell and thus himself

realize any advantage that might accrue from a better market. The experience of the past few years has also demonstrated that at times there is a scarcity of grain supply in some parts of the state with plenty in other parts, and that the surplus of one year may be needed in the same, or some near locality the next. Then, instead of shipping the grain back from distant points outside the state it might be near at home, and the transportation both to and from such warehouses would be within the limits of our own state, and subject to its laws. It seems to the commissioners that the subject is at least worthy the careful consideration of the law-making power of the state.

#### WEIGHING OF GRAIN AND SIMILAR COMMODITIES.

Complaints have quite frequently been made to the commissioners that the railways do not furnish proper facilities for the weighing of grain and other articles shipped in bulk by the car load, and that they refuse to insert the weight of the same in their bills of lading. The shipper may weigh the same and be satisfied as to the correctness of his weighing, but when the property arrives at its destination either the carrier or consignee may weigh the same and if these weights do not agree a question arises as to which is correct, and whether there has been a loss in transit. The carrier, no doubt, under common law principles, would be held liable to deliver all it had received in the first instance, with only the well known exceptions, but the question of proof as to that amount or quantity, with the annoyance and expense, in any contest over such a matter in the courts renders such liability of little practical value to the shipper. Some of the states by constitutional or statutory requirements have made it the duty of railroad companies and other common carriers or railroads to weigh or measure grain at points where it is shipped and receipt for the full amount, and they are held responsible for the delivering of such amount to the owner or consignee thereof at the place of destination, with suitable penalties provided in case of failure so to do.

#### FARM CROSSINGS.

In the commissioners' report for the year 1893 they set forth fully the facts and circumstances of a case in which they deemed it their duty under the present law to direct that a railway company should put in an under crossing for the passage of the stock of a farm across the railroad right of way. They also gave quite fully the history of the legislation of this state in relation to farm crossings and the decisions of the courts in relation thereto. The railway company in that case declined to put in the under crossing as directed and the commissioners, in order to obtain some further adjudication by the courts, or construction of the present law as to what should be deemed an adequate crossing under such circumstances as set forth in that case, caused suit to be instituted in the proper district court to enforce the ruling or order of the board made as above stated. Upon a trial or hearing in such district court the order of the board was found to be reasonable and just and one that the railway company should obey, and the court directed such crossing to be put in by the company. From that order or judgment of the district court the defendant appealed to the supreme court, and the case is now pending in that court and will probably be heard and submitted at the next term thereof.

As mere grain raising decreases and the stock and dairy interests increase in the state the question of proper and convenient means of crossing the railway tracks cutting the farms in various ways, with the stock on such farms, becomes

a question of very considerable importance not only to the interests most directly involved, but also to the travelling public generally. Every grade crossing for stock dispensed with lessens the danger of railway travel. Where there is already a trestle work or bridge of sufficient height to allow the passage of stock thereunder, the expense of such crossings is not a very serious one. In those cases, however, where such crossing would have to be made through a solid embankment, that question becomes an important one. In many cases farmers desiring such under crossings for stock would be willing, in order to obtain the same, to pay a fair part or share of the expense, if that should be deemed just and equitable, and if that should be required in some cases, it would prevent applications for such crossings except where actually needed. As stated by the commissioners in their report of 1893 in relation to this matter, "The question as to whether under all circumstances such expense, in all cases should be borne entirely by the railroads, or be shared by the landowner demanding such crossings, is one deserving of consideration by the law-making power of the state."

#### NATIONAL MEETING OF RAILROAD COMMISSIONERS.

Commissioner Davidson and W. W. Ainsworth, secretary, were duly appointed to represent the board in the national convention of railroad commissioners held at Washington, D. C., May 14 and 15, 1895. Those gatherings still continue to be of interest and importance, and the papers read and discussions had therein are aiding in the solution of some vexed questions with which the members of those commissions as well as the law-making power and the courts have to deal. The next convention is to be held at Washington, D. C., on the third Tuesday of May, 1896. Of the committees to report at that time, W. W. Ainsworth was made a member of the one on "uniform classification" and Commissioner Davidson on that of "legislation."

As to the cases still pending in the courts which have been instituted at the suggestion of the commissioners their present status will be shown by the report of the attorney-general to the board, which will accompany this report.

All of which is respectfully submitted.

Attest:

WILLIAM W. AINSWORTH,  
Secretary.

JOHN W. LUKE,  
GEORGE W. PERKINS,  
CHARLES L. DAVIDSON,  
Commissioners.

December 2, 1895.

DES MOINES, IOWA, December 11, 1895.

To the Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—According to your request I hand you herewith my report of business done by this department during the past year. There have been no new cases commenced during my administration at the request of the commissioners.

1. The case of *State of Iowa, ex rel. v. The Burlington, Cedar Rapids & Northern Railway*.

This is an action brought to enforce the order of the board of railroad commissioners made October 6, 1892, requiring the Burlington, Cedar Rapids & Northern Railway company to construct an under crossing for Mr. Alexander Warnick of Keokuk county. The company refused to comply with the requirements of the board and suit was brought by my predecessor, September 24, 1894, in the district court of Keokuk county. The case was ably conducted in the trial court

by Hon. L. C. Blanchard and C. G. Johnston, county attorney, on behalf of the state, and decree was rendered on the sixth day of December, 1894, sustaining the board of railroad commissioners in their order and requiring the railway company to comply therewith. In May, 1895, an appeal was taken by the defendant railway from the judgment of the court below, and the same is still pending. It will, so far as I am able to determine now, be submitted to the supreme court at the January term.

2. The case of *Iowa v. The Omaha & St. Louis Railway Company, J. F. Barnard, receiver*.

This case is called "The Summit elevator case." G. W. Pickering for the Pickering-Johnson Grain company, made application to the receiver for room for the erection of a grain elevator and coal buildings upon the land of said railway company at the station of Summit in Fremont county. Such application was refused. He then made complaint in August, 1893, before the board of railroad commissioners, and after a hearing before the board in April, 1894, the board of commissioners ordered and directed that space for 140 feet along the side track of said railroad at Summit be furnished to the said Pickering, and he be allowed to erect suitable grain and coal sheds, offices, etc., for the storage and handling of grain and coal, on practically the same terms as such privileges were granted to others dealing in coal and grain in said station. The said receiver refused to comply with such order. Hon. J. Y. Stone, my predecessor, filed a petition in behalf of the state in the United States district court, southern district of Iowa, western division, for an order on the receiver requiring and directing him to comply with the requirements of the board of railroad commissioners.

This application was pending when I assumed the functions of this office. The receiver, by his attorney, by demurrer raised the question that the state of Iowa could not intervene in the United States courts for the purpose of obtaining such order on the receiver in a case in which the United States Trust company of New York were seeking to foreclose a mortgage against the said railway. The demurrer has been presented to the court and the views of the court have been obtained thereon sustaining the position of the state in said litigation. I have every reason to believe that an order will now be entered by consent sustaining the judgment of the board of railroad commissioners. I have prepared a stipulation for such order and submitted it to the counsel for the receiver at his suggestion, and unless something unforeseen occurs, the entry will be made in vacation. Otherwise, it cannot be heard until the next term of the circuit court at Council Bluffs.

3. The case of *State of Iowa v. The Iowa Central Railway Co.*, known as "The Northwood case."

This case originated on the complaint of the people of Northwood, who had contributed to the building of the Central Railway of Iowa, because the Central Iowa railway, which was the successor of the Central Railway of Iowa, had ceased to operate its line of road between Manly Junction and the town of Northwood. The railway contended that through the lease of that part of the line to the Burlington, Cedar Rapids & Northern railway, all reasonable accommodations for shipment were furnished. After a hearing before the board of railroad commissioners, the railway was ordered to operate its road as a continuous line to the town of Northwood. The railway company refused to comply with the order of the board. Suit was brought against the railway in the district court of Cerro Gordo county, where the decision of the board of railroad commissioners was



sustained by decree of the court. From this decree the railway appealed to the supreme court of the state, and the judgment of the lower court was affirmed.

During the pendency of this litigation, however, the trustee for the bondholders of the railway commenced a foreclosure proceeding in the United States circuit court, and soon after the decision of the supreme court was rendered, the property of the Central Iowa railway was sold under decree of foreclosure, and a reorganization, or a new company was formed under the title of the Iowa Central Railway company, which purchased the property of the Central Iowa railway. This latter company contended it was not bound by the decree of the supreme court. My predecessor served notice on the Iowa Central railway of an application in the supreme court for a rule upon it to show cause why it should not obey the decree rendered against the Central Iowa Railway company. After a hearing, the supreme court entered a judgment requiring the Iowa Central Railway company to comply with the said order. The Iowa Central Railway company then sued out a writ of error in the supreme court of the United States, where the cause is still pending. The case is set for hearing on Monday, December 16, and will then be submitted for final determination.

4. The case of *State of Iowa, ex rel. v. The Chicago, Milwaukee & St. Paul Railway*, known as the "Bismarck station case."

The people of Bismarck raised a fund and built the depot building at the station of Bismarck in Clayton county, on the line of road running to Elkader. The railway afterwards passed by purchase into the hands of the Chicago, Milwaukee & St. Paul Railway company, and the latter company were going to move the depot building and discontinue the station. Complaint was made to the board of railroad commissioners by the citizens of Bismarck and an order was made requiring the railway to continue the said station. The railway company refused to comply with the order of the board of railroad commissioners, and suit was brought in the Pottawattamie district court to compel obedience to the said order. This was afterwards changed by consent to the district court of Clayton county. The railway company contends that the amount of business transacted at the station is not sufficient to justify the expense of maintaining the said station, and the order of the court is therefore unreasonable. Considerable evidence has been taken in regard to the said cause, and it will be submitted for final hearing at the January term of the district court of Clayton county.

These are the only causes which are now pending which were commenced by direction of the board of commissioners, that I have knowledge of, all of which is

Respectfully submitted,

MILTON REMLEY,  
*Attorney-General.*

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## COMPILATION OF RAILROAD RETURNS.

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## IN MEMORIAM.

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HON. JOHN WESLEY LUKE.



*Very Truly, J. W. Luke.*

Capt. J. W. Luke was born March 31, 1840, in Albany county, New York, and died at Hampton, Iowa, December 21, 1895. He was the eldest son of Elder Garrett Luke of the Methodist Episcopal church.

In 1854 he removed with his parents to Boone county, Illinois, and in 1859 to Jo Daviess county, Illinois. His early years were those of a boy on a pioneer farm, and his education was acquired in the pioneer schools and in Warren Academy, supplemented by a thorough reading of such books as he could secure in his home and from the libraries of neighbors. That he was an industrious student is evidenced by the studious habits of his later years.

His plan was formed to make the law his profession, but the breaking out of the war called him into the army as it did many other young men at that period. He entered the United States service in April, 1861, and was successively second lieutenant, first lieutenant and captain of Company E, Fifteenth Illinois Infantry, receiving two severe wounds at the battle of Shiloh. Returning home at the close of the war he studied law and was admitted to practice. He was elected sheriff of Jo Daviess county, Illinois, served two terms as prosecuting attorney, and later was appointed deputy United States marshal of the Northern District of Illinois.

After his removal to Iowa in 1881, much of his law practice came from litigation growing out of or connected with railway interests. Out of this practice came a thorough knowledge of the subject in its many phases, and when he became a member of the legislature of Iowa he was thoroughly qualified to take the initiative in the late legislation now in force as the law in regard to railroads in the state of Iowa, and of which recent railway enactments he may justly be regarded as the founder. His best thought and best effort have been unsparingly devoted to the solution of the vast and vexing transportation problems of the state, and to him a due meed of praise should be accorded for the great advances made under this law toward cordial relations between the railways and their patrons.

His service as railroad commissioner began in January, 1891, and was continuous from that time. In January, 1893, he was elected chairman of the Board and served in that capacity from that date.

His work as a member and chairman of the board of railroad commissioners of the state has been characterized by a high-minded wisdom and ability born of painstaking study, tempered by a keen conscientious regard for the right.

As a man and as an official he was above reproach. His unswerving integrity and moral worth compelled the respect and love even of those who differed with him. The loss to his associates on the board who have been privileged to come into such close relations to him is unspeakably great; that of the state is irreparable. His death was that of an exemplary official and tearful regret follows him to the tomb.









TABLE IV—COST OF ROAD.

RAILROADS.	Grading.	Bridging and masonry.	Superstructure, including rails.	Land, land damage and fences.	Passenger and freight stations, and water stations.	Furnish houses, car sheds, and turn tables.	Machine shops, machinery and tools.	Interest paid during construction, etc.
Ames & College.								
Albia & Centerville.								
Boone Valley.								
Burlington, Cedar Rapids & Northern.								
Chicago, Burlington & Quincy.	\$ 150.00	\$ 87,632.26	\$ 153,330.31	\$ 7,933.99	\$ 9,712.73			
Chicago, Burlington & Kansas City.	2,436,191.55	1,677,453.62	2,465,972.80	4,076.70				\$ 765,657.94
Kansas City, St. Joe & Council Bluffs.								
St. Louis, Keokuk & Northwestern.								2,889.48
Chicago, Ft. Madison & Des Moines.	104,321.92	25,535.16	147,392.77	29,339.44	34,322.44	\$ 12,872.00	\$ 10,685.00	448,040.00
Chicago, Iowa & Dakota.	99,969.69	44,554.96		2,693.99	7,973.98			
Chicago Great Western.								
Chicago, Milwaukee & St. Paul.								
Chicago, Rock Island & Pacific.								
Chicago & North-Western.								
Chicago, St. Paul, Minneapolis & O.								
St. Louis City & Pacific.	7,414,044.36		3,907,900.67	1,053,317.72	1,955,679.99		237,882.54	1,103,887.51
Chicago, Santa Fe & California.								
Crooked Creek.	40,217.25	101,750.80	9,432.03	6,453.50	3,024.85		3,172.38	154,500.00
Des Moines Northern & Western.								
Dubuque & Sioux City.								
Des Moines Union.								
Humeston & Shenandoah.								
Iowa Central.								
Iowa Northern.								
Keokuk & Western.								
Mason City & Ft. Dodge.	11,437.07	8,242.28	21,074.51	30,991.95	7,083.45	8,519.74		
Minneapolis & St. Louis.	19,247.60	562,776.21	1,718.85				5,145.33	
Mississippi River R. R. & T. Bridge Co.								
Omaha & St. Louis.								
Prairie du Chien & McGregor.								
Sioux City & Northern.	6,000.00	2,399.70	29,000.00	17,500.00	600.00	800.00	400.00	5,000.00
Tabor & Northern.								
Union Pacific.								
Wabash.								
Winona & Southwestern.								3,080.00
<b>NARROW GAUGE ROADS.</b>								
Burlington & Northwestern.		70,026.08	307,040.88	29,845.24	16,230.03			
Burlington & Western.		15,731.38	1,215,742.02	80,832.23	24,213.10		7,036.10	49,979.99
Des Moines & Kansas City.			262,167.74	129,474.72	11,978.94			
<b>Total.</b>	<b>\$ 10,212,090.89</b>	<b>\$ 988,492.29</b>	<b>\$ 6,324,529.19</b>	<b>\$ 85,865,135.60</b>	<b>\$ 2,169,914.89</b>	<b>\$ 16,791.74</b>	<b>\$ 229,075.02</b>	<b>\$ 2,021,622.58</b>

b Credit.

TABLE V—COST OF ROAD—CONTINUED.

RAILROADS.	Engineering, agencies, salaries, expenses and in construction.	Other items.	Double track.	Purchase of construction material.	Total for construction.	Construction per mile.	Proportion construction for Iowa.
Ames & College.				\$ 400,000.00	\$ 400,000.00	\$ 16,396.61	\$ 400,000.00
Albia & Centerville.					35,000.00	10,600.00	35,000.00
Boone Valley.					31,439.494.40	10,573.31	18,394,231.49
Burlington, Cedar Rapids & Northern.					171,550,142.73	31,736.48	35,490,397.28
Chicago, Burlington & Quincy.	\$ 14,829.88	\$ 633,530.99		7,919,001.91	8,528,181.95	48,623.98	b 3,757,000.55
Chicago, Burlington & Kansas City.					11,977,973.50	37,856.44	b 2,134,756.67
St. Louis, Keokuk & Northwestern.	134,099.36	85,022.10		8,468,443.79	16,132,534.25	71,478.91	b 3,436,589.85
Chicago, Ft. Madison & Des Moines.					391,734.39	14,842.39	391,734.39
Chicago, Iowa & Dakota.	18,890.80	31,103.33			50,367,696.20	60,734.61	28,363,055.23
Chicago Great Western.		315,125.33		50,143,136.58	50,367,696.20	60,734.61	b 32,610,178.36
Chicago, Milwaukee & St. Paul.					28,736,931.19	30,251.81	b 32,549,898.78
Chicago, Rock Island & Pacific.					140,593,771.97	30,076.64	34,983,714.46
Chicago & North-Western.							
Chicago, St. Paul, Minneapolis & O.							
St. Louis City & Pacific.							
Chicago, Santa Fe & California.	388,190.29	2,344,131.01		18,978,057.34	36,108,088.16	78,646.43	1,460,682.10
Crooked Creek.					136,877.82	8,740.64	136,877.82
Des Moines Northern & Western.		24,622.82		6,001,889.10	6,026,511.92	6,026.51	6,026,511.92
Dubuque & Sioux City.					17,254,493.00	22,046.52	16,788,397.01
Des Moines Union.					997,000.00	390,230.25	997,000.00
Humeston & Shenandoah.							4,719,492.39
Iowa Central.		158,481.06		19,626,547.84	19,785,028.90	20,776.16	16,461,464.48
Iowa Northern.					149,000.00	30,232.02	149,000.00
Keokuk & Western.							
Mason City & Ft. Dodge.	2,692.33	1,318.71		2,300,000.00	2,303,205.37	35,018.10	2,303,205.37
Minneapolis & St. Louis.							
Mississippi River R. R. & T. Bridge Co.	17,138.36	6,881.89		48,857.39	600,000.00		c 3,491,514.98
Omaha & St. Louis.							
Prairie du Chien & McGregor.					3,980,371.12	35,212.00	3,700,790.40
Sioux City & Northern.					73,089.25	8,315.95	73,089.25
Tabor & Northern.	7,000.00	9,739.46					
Union Pacific.							
Wabash.							
Winona & Southwestern.							
<b>NARROW GAUGE ROADS.</b>							
Burlington & Northwestern.	11,394.59	2,970.01			329,772.56	8,772.85	329,772.56
Burlington & Western.	23,497.43	9,906.78			1,353,641.54	19,146.27	1,353,641.54
Des Moines & Kansas City.	5,692.05	32,072.29	\$ 6,430.11	735,000.00	1,389,530.43	12,979.70	1,316,212.46
<b>Total.</b>	<b>\$ 614,790.44</b>	<b>\$ 3,545,419.98</b>	<b>\$ 6,430.11</b>	<b>\$ 114,624,537.55</b>	<b>\$ 610,979,794.46</b>		<b>\$ 397,239,628.56</b>

a Includes capital stock, \$15,000,000. b Report of 1894. c Includes equipment.

## REPORT OF RAILROAD COMMISSIONERS.

TABLE VI—COST OF EQUIPMENT.

Railroad.	Locomotives.	Passenger or mail cars.	Freight cars.	Flat cars and hopper cars.	Wrecking cars and tools.	Total for equipment.	Equipment per mile of road.	Proportions of equipment for Iowa.
Atchafalaya & College	\$ 5,000.00					\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Boone Valley	60,494.26	\$ 14,530.30			\$ 85,843.67	25,174.00	3,833.17	3,778,462.00
Chicago, Burlington & Quincy	107,795.47	116,382.61	\$ 4,752.71	253,754.00		488,685.79	919.68	71,545.43
Chicago, Burlington & Kansas City	17,169.75	2,118.00				19,287.75	4,797.62	273,952.14
St. Louis, Chicago & Northwestern	257,362.10	307,694.70	31,842.43	1,015,591.89		1,612,490.12	3,890.90	121,967.18
Chicago, Ft. Madison & Des Moines						30,070.75	1,137.14	30,070.75
Chicago, Iowa & Dakota						15,055,515.25	2,453,371.92	1,182,029.97
Chicago, Milwaukee & St. Paul						33,016,370.70	5,428.09	5,715,174.75
Chicago, Rock Island & Pacific						214,101.17	440.27	8,743.75
Chicago, St. Paul, Minneapolis & Omaha						14,627.04	1,022.70	14,627.04
Chicago, Great N. & California	4,807.47					182,322.11	1,022.13	182,322.11
Des Moines Northern & Western	8,430.00					12,000.00	1,000.00	12,000.00
Dubuque & Sioux City						556,772.30	1,106.71	63,448.00
Hampton & Shenandoah						739.45	14.11	739.45
Iowa Central	115,960.97	34,311.68				3,412.41	2,951.70	88,301.64
Knox & Western	8,000.19	7,335.00				538.45	1,710.39	125,910.52
Macon City & Ft. Dodge						538.45	1,710.39	125,910.52
Missouri Pacific						538.45	1,710.39	125,910.52
Omaha & St. Louis						538.45	1,710.39	125,910.52
Prarie du Chien & McGregor						538.45	1,710.39	125,910.52
Union Pacific	2,500.00	1,000.00				538.45	1,710.39	125,910.52
Winona & Southwestern						538.45	1,710.39	125,910.52
NARROW GAUGE ROADS.								
Burlington & Northwestern	35,823.79	14,079.96				3,412.41	2,951.70	88,301.64
Burlington & Western	33,525.27	12,532.25				538.45	1,710.39	125,910.52
Des Moines & Kansas City	47,511.68	10,599.00				538.45	1,710.39	125,910.52
Total	\$1,296,869.45	\$ 517,283.61	\$ 87,905.14	\$ 2,300,957.05	\$ 32,484.71	\$ 86,808,888.05	\$ 1,106.71	\$ 125,910.52

\* From report of 1894. o Credit.

## COMPILATION OF RETURNS.

TABLE VII—COST OF ROAD AND EQUIPMENT

Railroad.	Total cost of road and equipment.	Proportion of cost of road and equipment for Iowa.	Actual proportion of cost of road and equipment for Iowa.	Actual proportion of cost of road and equipment for Iowa.	Actual proportion of cost of road and equipment for Iowa.
Atchafalaya & College	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Boone Valley	60,494.26	14,530.30	14,530.30	14,530.30	14,530.30
Chicago, Burlington & Quincy	107,795.47	116,382.61	116,382.61	116,382.61	116,382.61
Chicago, Burlington & Kansas City	17,169.75	2,118.00	2,118.00	2,118.00	2,118.00
St. Louis, Chicago & Northwestern	257,362.10	307,694.70	307,694.70	307,694.70	307,694.70
Chicago, Ft. Madison & Des Moines					
Chicago, Iowa & Dakota					
Chicago, Milwaukee & St. Paul					
Chicago, Rock Island & Pacific					
Chicago, St. Paul, Minneapolis & Omaha					
Chicago, Great N. & California	4,807.47				
Des Moines Northern & Western	8,430.00				
Dubuque & Sioux City					
Hampton & Shenandoah					
Iowa Central	115,960.97	34,311.68	34,311.68	34,311.68	34,311.68
Knox & Western	8,000.19	7,335.00	7,335.00	7,335.00	7,335.00
Macon City & Ft. Dodge					
Missouri Pacific					
Omaha & St. Louis					
Prarie du Chien & McGregor					
Union Pacific	2,500.00	1,000.00	1,000.00	1,000.00	1,000.00
Winona & Southwestern					
NARROW GAUGE ROADS.					
Burlington & Northwestern	35,823.79	14,079.96	14,079.96	14,079.96	14,079.96
Burlington & Western	33,525.27	12,532.25	12,532.25	12,532.25	12,532.25
Des Moines & Kansas City	47,511.68	10,599.00	10,599.00	10,599.00	10,599.00
Total	\$1,253,745,746.47	\$ 504,967,227.19	\$ 504,967,227.19	\$ 504,967,227.19	\$ 504,967,227.19

\* Proportional. \* Report of 1894.



## REPORT OF RAILROAD COMMISSIONERS.

TABLE VIII—PROPERTY

CHARGES AND CREDITS BY WHICH THE CAPITAL AND

RAILROAD.	Grading.	Bedding and masonry.	Superstructure, including rails.	Land, land damages and fences.	Passenger and freight cars, coal sheds and water stations.
Ames and College.					
Albia and Centerville.					
Boone Valley.					
Burlington, Rapid City and Northern.	\$ 1,098.58				
Chicago, Burlington and Quincy.	11,402.83	\$ 53,323.78	\$ 219,020.32	\$ 01,466.43	\$ 25,380.47
Chicago, Burl. & Kansas City.		945.45	1,348.05	50.00	3,765.40
Kansas City, St. L. & C. Burl.			109,900.79	* 312.04	25,707.15
St. L., Kookak & Northwestern.	77,891.78				
Chicago, Ft. Madison & Des Moines.				8.78	1,111.28
Chicago, Iowa & Dakota.		19,558.25			45,069.23
Chicago Great Western.	33,546.45	239,659.56	40,491.68	27,745.00	45,069.23
Chicago, Milwaukee & St. Paul.					
Chicago, St. Paul & Northern.		24,488.19	315,820.35	\$ 44,640.80	147,462.80
Chicago, St. Paul & Western.		6,905.47	27,400.02		12,585.16
Chicago, St. P., Minneapolis & O.			64.14	*	363.36
Sioux City & Pacific.		225,178.66			18,799.01
Chicago, Santa Fe & California.					
Crooked Creek.					
Des Moines Northern & Western.					3,698.14
Dubuque & Sioux City.					
Des Moines Union.					
Hammonet & Shenandoah.					
Iowa Central.					
Iowa Northern.					
Kookak & W. Western.					
Macon City & Ft. Dodge.	1,961.10	604.38	3,503.48	681.55	
Minneapolis & St. Louis.					
Miss. River & E. & T. T. Bridge Co.					
Omaha.					
Omaha & St. Louis.					
Prairie du Chien & McGregor.					
Sioux City & Northern.			562.48	112.00	100.00
Tabor & Northern.					
Union Pacific.					
Wabash.					
Winona & Southwestern.	3,680.98	171.90		643.10	1,825.17
NARROW GAUGE ROADS.					
Burlington & Northwestern.			232.01	33.32	514.00
Burlington & Western.				127.67	633.92
Des Moines & Kansas City.	967.68			6,388.83	
Total.	\$ 120,403.75	\$ 509,433.68	\$ 786,517.52	\$ 144,787.77	\$ 263,696.83

\*Deficit.

## COMPILATION OF RETURNS.

## ACCOUNTS—ENTIRE LINE

DEBT HAVE BEEN INCREASED DURING THE YEAR.

Engine houses, car sheds and turn tables.	Machine shops, blacksmith shops, chinery and tools.	Engineering agen- cies and other ex- penses during construction	Interest dis- counts, etc.	Purchase of other roads.	Double track ex- tension.	Other items.	Total for con- struction.
		\$ 1,816.04	\$ 127,670.37	\$ 1,100,732.17		\$ 11,874.81	\$ 1,955,931.39
		9,043.81	705,657.94			27,556.31	87,354.05
						798.65	1,017,304.04
	\$ 1,089.61		234.35	391,187.32		119,943.54	507,361.87
			30,000.00	275,033.73		31,939.39	636,973.00
			15,000.00			419,720.25	580,243.40
	3,041.33				\$ 30,335.28	60,778.95	135,667.54
						64.14	480,135.62
						480,135.62	
	319.17					119.17	23,676.27
\$ 1,977.40				17,000.73			
				3,203.53			3,203.53
	186.00	1,471.36					8,100.80
			3,203.08				4,007.56
		451.94				139.55	6,907.74
							799.39
							760.59
							7,886.51
\$ 1,977.40	\$ 4,431.13	\$ 11,682.24	\$ 664,204.90	\$ 1,644,700.30	\$ 39,335.28	\$ 467,855.21	\$ 5,294,055.55

TABLE IX—PROPERTY ACCOUNTS—ENTIRE LINE—CONTINUED.  
CHANGES AND CREDITS BY WHICH THE CAPITAL AND DEBT HAVE BEEN INCREASED DURING THE YEAR

RAILROADS.	Locomotives.	Passenger, freight, express cars.	Parlor, dining, and sleeping cars.	Freight and other cars.	Wrecking cars, pile and tools.	Total for equipment at close of the year.	Total ex-cess of equipment charged to property accounts.	Credits to property accounts.	Net addition to property for the year.
Ames & College									
Albia & Centerville									
Boone Valley									
Burlington, Cedar Rapids & Northern									
Chicago, Burlington & Quincy									
Chicago, Burlington & Kansas City				\$ 25,074.15		\$ 45,094.81	\$ 1,393,441.19		\$ 1,029.93
Kansas City, St. Jo. & Council Bluffs				80.00		130.00	80.00		1,393,441.19
St. Louis, Rookuk & Northwestern				140.00		140.00	28,094.95		80.00
Chicago, Ft. Madison & Des Moines	\$ 7,335.28					7,475.28	1,024,679.32		1,024,679.32
Chicago, Iowa & Dakota									
Chicago Great Western									
Chicago, Milwaukee & St. Paul	\$ 8,327.98	377.98	\$ 576.25	19,307.58		28,709.81	267,561.87		267,561.87
Chicago, Rock Island & Pacific						37,510.00	727,363.51		727,363.51
Chicago & North-Western	12,303.00			75,140.38		90,322.47	439,394.32		439,394.32
Chicago, St. Paul, Minneapolis & Omaha							676,635.87		676,635.87
St. Paul City & Pacific		\$ 2.40		80.13		87.53	125,467.34	\$ 11,515.00	113,952.34
Chicago, Santa Fe & California							111.89		111.89
Crooked Creek							450,125.63		450,125.63
Des Moines Northern & Western									
Dubuque & Sioux City				6,025.00		6,025.00	8,814.87	1.00	8,815.87
Des Moines Union							6,745.77	95.00	6,840.77
Humeston & Shenandoah							22,676.37		22,676.37
Iowa Central				54,688.53		54,688.53	56,913.87		56,913.87
Iowa Northern									
Keokuk & Western				9,561.00		9,569.88	18,196.74		18,196.74
Mason City & Ft. Dodge	303.17	73.71							
Minneapolis & St. Louis									
Mississippi River R. & T. Bridge Co.						5,601.95	5,601.95		5,601.95
Omaha & St. Louis									
Prairie du Chien & McGregor									
Sioux City & Northern							4,967.56		4,967.56
Tabor & Northern									
Union Pacific									
Wabash						3,125.00	3,125.00		3,125.00
Winona & Southwestern							10,002.74		10,002.74
NARROW GAUGE ROADS.									
Burlington & Northwestern		993.00				990.00	1,782.29		1,782.29
Burlington & Western		990.00				990.00	1,750.59		1,750.59
Des Moines & Kansas City				300.00		300.00	8,195.51		8,195.51
Total	\$8,693.15	\$ 21,647.61	\$ 576.25	\$ 203,151.73	\$ 31,867.64	\$ 263,620.13	\$5,577,681.37	\$ 11,611.00	\$ 4,973,494.64

\* Deficit.



TABLE X—ANALYSIS OF

RAILROADS.	PASSENGER.				Total from passengers, Iowa.
	Originating and terminating in Iowa.	Originating in Iowa.	Total ending but not originating in Iowa.	Crossing the state of Iowa.	
Ames & College.	\$ 3,920.85			\$ 3,920.85	\$ 3,920.85
Albia & Centerville.					4,369.85
Beone Valley.	100.15			100.15	100.15
Burl. Cedar Rapids & Northern.	455,073.07	\$ 69,730.42	\$ 180,319.71	\$ 82,642.05	787,702.65
Chicago, Burlington & Quincy.					*
Chicago, Burlington & Quincy.					*
Kansas City, St. Jo. & Co. Bluffs.					*
St. Louis, Keokuk & North-west'n					*
Chicago, Ft. Madison & Des Moines.					*
Chicago, Iowa & Dakota.	4,620.75				4,620.75
Chicago Great Western.					399,514.67
Chicago, La Crosse & North-Western.					1,470,993.26
Chicago, Rock Island & Pacific.					1,370,993.26
Chicago & North-Western.					1,030,491.08
Chicago, St. Paul, Minnapp & Pacific.					1,535,531.58
Chicago, Santa Fe & California.	425.43	2,121.85	413.11	14,618.91	142,484.51
Crooked Creek.	653.93				17,579.39
Des Moines Northern & Western.					625.80
Dubuque & Sioux City.					*
Des Moines Union.					*
Des Moines Union.					25,733.14
Hampton & Shanabrook.					1,563.91
Iowa Central.					243,235.69
Iowa Northern.					1,563.91
Keokuk & Western.					25,733.14
Mason City & Ft. Dodge.					64,920.85
Minneapolis & St. Louis.					31,701.47
Miss. River R. & T. Bridge Co.					64,920.85
Omaha & St. Louis.					31,701.47
Prairie du Chien & McGregor.	13,619.13	5,888.47	5,170.38		21,072.98
Sioux City & Northern.	2,394.96				2,394.96
Union Pacific.					45,735.08
Wabash.	6,745.21	14,575.98	30,405.51		5,170.34
Winona & North-western.					
Winona & Western.					
NARROW GAUGE ROADS.					
Burlington & North-western.					14,110.23
Burlington & Western.					13,969.92
Des Moines & Kansas City.					40,495.90
Total.	\$ 459,535.84	\$ 89,307.07	\$ 206,308.61	\$ 97,281.86	\$ 6,406,212.31

\* Declined to answer. † Proportional. ‡ Estimated. § Includes mail.

## EARNINGS—STATE OF IOWA.

EXPRESS.								EARNING PER TRAIN MILE RUN.		
Originating and terminating in Iowa.	Originating and terminating in Iowa.	Terminating in Iowa but not originating in Iowa.	Crossing the state of Iowa.	Total express.	Extra baggage and storage.	Mails.	Other items.	Total passenger department.	Miles.	Earnings.
\$ 740.85	\$ 749.85	\$ 32.42	\$ 97.46	\$ 1,992.98				\$ 4,670.70	13,035	\$ 437.85
	63,663.32			64,517.70				100.15	1,108.31	854.96
								966,943.93		
	470.72			1,190.28			\$ 1,616.60	25,297.85		9,022.84
	38,250.00			64,185.05			54,738.41	7,807.86		
	139,000.00			299,070.35			86,148.25	2,935,265.14		1,944,767.10
	133,638.35			153,586.90			32,704.68	1,710,210.76		1,630,794.16
	138,091.85			160,018.15			7,777.32	1,970,720.37		1,184,764.04
	10,838.58			21,668.86			138,703.45	18,703.45		12,650.10
	5,882.54			21,071.85			224.75	174,323.94		141,626.12
	3,446.94			2,528.80			283.46	34,161.74		55,864.45
				708.54				1,494.44		
								106,191.77		182,604.58
	3,362.08			7,013.60				56,048.70		71,597.54
	11,195.41			30,840.17			666.56	203,474.71		339,467.84
								1,562.91		261.18
	1,318.70			3,973.20				36,117.37		53,520.33
	7,180.41			19,560.04			307.46	92,319.85		90,045.10
	2,682.08			10,002.56			103.20	62,310.11		48,848.17
	372.26			5,528.30				28,006.55		20,960.50
	223.18			403.85			11.25	2,022.96		12,482.55
\$400.00	\$ 500.00	\$ 1,250.00		15,156.85				62,203.52		37,574.54
	1,700.00			1,674.82				8,115.05		13,758.74
	918.00			3,960.04			81.50	19,223.15		32,774.15
	1,782.00			5,231.79			89.39	21,341.56		40,244.38
	1,000.19			4,128.29				5,413.37		39,530.58
\$ 1,280.85	\$ 600.00	\$ 1,200.00	\$ 605,013.23	\$ 90,481.95	\$ 801,727.19	\$ 185,738.57	\$ 4,001,853.90	8,255,615.11		

TABLE XI—ANALYSIS OF EARNINGS—STATE OF IOWA.

RAILROADS.	FREIGHT.						EARNINGS PER TRAIN MILE RUN.		EARNINGS PER TRAIN MILE, ALL TRAINS EARNING REVENUE.	
	Originating and terminating in Iowa.	Originating but not terminating in Iowa.	Terminating but not originating in Iowa.	Crossing the state of Iowa.	Other items.	Total freight department Iowa.	Miles.	Earnings.	Miles.	Earnings.
Ames & College.	\$ 1,308.95					\$ 1,308.95				
Albia & Centerville.	152.90					36,627.32	18,577	\$ 2,208.85	28,630	\$ 1,422.30
Boone Valley.						152.90				
Burlington, Cedar Rapids & Northern.	619,781.77	\$703,223.82	\$641,933.03	\$438,279.10		2,460,216.72	1,680,702	1,48.16	2,786,013	1,23.24
Chicago, Burlington & Quincy.										
Chicago, Burlington & Kansas City.										
Kansas City, St. Jo. & Council Bluffs.										
St. Louis, Keokuk & Northwestern.										
Chicago, Ft. Madison & Des Moines.										
Chicago, Iowa & Dakota.	2,198.07		20,690.81			66,570.61	62,284	127.37	69,697	122.15
Chicago Great Western.						22,861.88	28,866	79.21	38,488	76.30
Chicago, Milwaukee & St. Paul.						1,315,389.04				
Chicago, Rock Island & Pacific.						4,770,215.52	2,900,381	154.47	115,465	76.85
Chicago & North-Western.						3,412,453.30	2,145,998	108.47	4,776,768	107.24
Chicago, St. Paul, Minneapolis & O.						4,321,396.59	3,330,244	134.95	5,534,887	117.39
Chicago, Santa Fe & California.						240,362.84	134,810	178.25	247,460	161.39
Crooked Creek.						140,612.52	97,452	144.26	220,688	131.73
Des Moines Northern & Western.						61,974.63	91,047	68.06	143,901	59.85
Dubuque & Sioux City.						380.21				
Des Moines Union.						200,564.25	151,692	128.90	301,454	104.00
Humeston & Shenandoah.										
Iowa Central.										
Iowa Northern.										
Keokuk & Western.										
Mason City & Ft. Dodge.						63,212.40	49,601	100.24	134,658	72.25
Mississippi River R. & T. Bridge Co.						907,320.78	619,382	146.48	969,440	121.01
Omaha & St. Louis.						13,878.00	11,261	123.23	11,261	137.12
Prairie du Chien & McGregor.										
Sioux City & Northern.						71,432.00	66,653	107.07	109,264	124.85
Tabor & Northern.						237,074.83	179,738	142.00	299,277	130.00
Union Pacific.	97,326.54	28,451.55	37,152.05	4,996.85	\$5,225.25	101,153.14	46,112	205.90	99,772	101.49
Wabash.						6,331.28	12,481			
Winona & Southwestern.	30,790.78	44,374.38	62,907.97			143,123.13				
NARROW GAUGE ROADS.						20,294.45	14,758	137.00	20,516	96.00
Burlington & Northwestern.						31,642.82				
Burlington & Western.						47,068.02	70,291	61.94	130,735	48.80
Des Moines & Kansas City.						31,074.34	14,662	69.53	134,522	56.92
Total.	\$686,619.01	\$806,045.25	\$762,751.50	\$463,275.95	\$5,225.25	\$ 9,082,115.91	12,812,500		16,234,139	

a Declined to answer.

TABLE XII—ANALYSIS OF EARNINGS—STATE OF IOWA.

RAILROADS.	OTHER EARNINGS FROM OPERATION.						EARNINGS PER MILE OF ROAD OPERATED.	
	Rents from tracks, yards, and terminals.	Car mileage, credit balance.	Switching charges, balance.	Telegraph.	All other sources.	Total other earnings.	Miles.	Earnings.
Ames & College.					\$ 21.80	\$ 21.80	5,071.54	1.38
Albia & Centerville.	\$ 5.00				5.00	42,294.63	24.41	1,725.87
Boone Valley.						353.06		
Burlington, Cedar Rapids & Northern.	4,200.00				13,651.71	17,851.71	3,476,912.36	5,094.41
Chicago, Burlington & Quincy.						4,497,974.61	715.04	
Chicago, Burlington & Kansas City.						17,241.55	77.61	
Kansas City, St. Jo. & Council Bluffs.						136,067.30	57.24	
St. Louis, Keokuk & Northwestern.						95,948.47	51.00	
Chicago, Ft. Madison & Des Moines.						91,208.54	71.03	1,299.08
Chicago, Iowa & Dakota.		\$ 150.58				30,828.32	25.40	1,161.69
Chicago Great Western.					6,300.06	1,822,049.74	495.45	
Chicago, Milwaukee & St. Paul.	18,168.99				\$ 3,987.00	6,674,853.74	1,559.34	4,430.80
Chicago, Rock Island & Pacific.	24,329.27				773,922.08	6,924,739.40	1,936.07	5,140.29
Chicago & North-Western.					4,554.41	6,320,641.94	1,663.19	5,061.16
Chicago, St. Paul, Minneapolis & O.	18,917.81		\$ 64,532.10		375.09	8,049,916.22	1,022.05	3,899.83
Chicago, Santa Fe & California.					1,287.59	15,745.29	227,694.66	84.47
Crooked Creek.		408.03	28.18	104.37	369.97	87,130.96	19.86	4,871.35
Des Moines Northern & Western.						8,704.95	22.41	191.99
Dubuque & Sioux City.					1,682.80	23,431.10	10.00	2,148.80
Des Moines Union.	350.00					2,045,485.72	497.65	
Humeston & Shenandoah.						91,461.87	4.70	
Iowa Central.						108,811.56	464.34	1,077.12
Iowa Northern.					370.37	1,626.13	13,441.91	6.93
Keokuk & Western.					1,275.76	174,733.87	73.09	
Mason City & Ft. Dodge.						139,611.46	92.00	1,267.05
Mississippi River R. & T. Bridge Co.	6,929.25	504.99				3,577,226.39	143.77	2,503.62
Omaha & St. Louis.								
Prairie du Chien & McGregor.					85.10	158,888.07	67.00	1,397.15
Sioux City & Northern.					7,181.30	1,708.72	77.98	1,770.32
Tabor & Northern.					196.50	190.75	6.95	1,110.13
Union Pacific.						292,062.23	0.98	
Wabash.						230,375.03	124.79	1,646.95
Winona & Southwestern.		55.19			406.62	154.75	28,967.65	1,231.01
NARROW GAUGE ROADS.								
Burlington & Northwestern.						51,075.07	65.50	972.87
Burlington & Western.	1,684.62					66,399.68	104.20	655.56
Des Moines & Kansas City.					211.67	1,806.29	100.00	851.84
Total.	\$ 98,191.08	\$ 304.90	\$ 64,418.82	\$ 18,561.76	\$ 684,917.12	\$ 9,082,115.91	\$ 5,835,910.47	\$ 8,322.45

a Debit.



TABLE XIII—EARNINGS—PASSENGER—ENTIRE LINE.

RAILROADS.	Local passenger.	Through passengers.	All passenger.	Express.	Extra baggage and storage.	Mails.	Other passenger department.	Total passenger department.	EARNINGS PER TRAIN MILE RUN.	
									Miles.	Earnings.
Ames & College.....	\$ 1,920.85		\$ 3,920.85						4,670.70	
Albia & Centerville.....	3,712.13		4,370.91						5,572.71	
Boone Valley.....		304,104.41	307,210.67						100.15	
Burlington, Cedar Rapids & Northern.....	493,075.96		5,522,417.91	72,000.00	18,876.14	107,757.56		63,290.50	1,000,023.77	1,215,618.82
Chicago, Burlington & Quincy.....		77,882.70	117,900.00	11,581.97	25,219.64				7,607,847.02	7,009,400.13
Chicago, Burlington & Kansas City.....		5,646,477.37	30,100.00	11,581.97	82,493.43				11,654.16	141,462.19
Kansas City, St. Jo. & Council Bluffs.....		423,987.23	22,500.00	8,909.01	43,938.88				690,690.95	690,020.08
St. Louis, Keokuk & Northwestern.....		15,622.45	4,000.00	191.47	3,553.94				501,442.62	618,281.77
Chicago, Ft. Madison & Des Moines.....		4,693.73							25,257.81	47,363.33
Chicago, Iowa & Dakota.....		718,550.25							7,803.86	9,022.84
Chicago Great Western.....	5,220,478.77	618,923.60	5,839,402.37	720,000.00	111,535.11	1,054,259.91			1,000,989.49	1,284,015.15
Chicago, Milwaukee & St. Paul.....	3,000,141.60	1,098,728.75	4,100,930.41	40,000.00	71,291.05	514,181.29			8,142,394.54	7,770,026.14
Chicago, Rock Island & Pacific.....	5,676,615.62	1,214,455.38	7,091,069.95	560,771.96	130,150.77	173,045.11			5,555,599.03	5,478,746.36
Chicago & North-Western.....		1,667,321.69	157,765.78	63,887.87	781,717.07				8,823,550.50	9,449,119.90
Chicago, St. Paul, Minneapolis & O.....	87,328.81	102,864.82	190,253.63	9,153.81	4,056.38				2,064,435.79	1,860,316.11
St. Louis City & Pacific.....	444,460.79		86,129.46	5,829.84	73,822.48				2,217,710.53	1,691,071.12
Chicago, Santa Fe & California.....	334,707.30	114,762.49							623,630.64	1,436,750.43
Crooked Creek.....									708.64	
Des Moines Northern & Western.....	64,902.72	5,010.47	69,913.19	3,802.75	986.87	7,185.30			127,176.75	99.90
Hampton & Shenandoah.....	28,776.56	2,474.83	29,251.41	1,917.17	454.51	3,662.69			33,245.69	60,888.37
Des Moines Northern & Western.....	519,500.46	77,066.56	600,000.00	12,705.73	89,426.08	1,308.07			759,704.94	888,109.96
Dubuque & Sioux City.....			28,035.14	3,399.96		7,013.66			29,748.21	71,597.51
Des Moines Union.....			20,007.35	14,695.95	3,961.25	45,893.57			30,696.35	669,187.64
Hampton & Shenandoah.....			1,563.91			12,619.92			1,563.91	11,201.13
Iowa Central.....	223,828.19	10,739.15	234,567.34						100,900.90	165,822.93
Iowa Northern.....	67,379.12	13,338.36	80,717.48	8,100.00	3,449.20	12,619.92			30,696.35	669,187.64
Keokuk & Western.....	24,284.52	7,476.93	31,761.45	218.70		3,723.19			38,117.37	63,363.71
Mass. City & Ft. Dodge.....			328,519.69	27,647.32	6,118.20	50,257.51			423,600.90	126,431.90
Minneapolis & St. Louis.....				5,614.35	1,770.45				680.50	105,191.12
Mississippi River & T. & B. Bridge Co.....									21,268.15	62,858.43
Prarie du Chien & McGregor.....	16,307.23	8,220.18	24,527.41	418.20		6,660.61			3,002.90	
Sioux City & Northern.....			2,394.96	223.16		463.56			3,800,947.11	75,229.12
Tabor & Northern.....			2,002,055.91	327,647.44	67,844.01	412,819.72			30,013.90	54,273.55
Union Pacific.....			6,478.19	1,493.50		21,033.51			19,228.15	12,373.15
Wabash.....			1,663.88	4,387.50		4,324.51			53,308.71	94,046.30
Winona & Northwestern.....									82.50	1,55.44
Winona & Western.....									12,373.15	1,55.44
NARROW GAUGE ROADS.										
Burlington & Northwestern.....			12.9-9.96	1,782.00	178.02				21,242.56	69,441.30
Burlington & Western.....			47,899.95	1,663.88					53,308.71	94,046.30
Des Moines & Kansas City.....										
Total.....	\$16,076,864.31	\$3,678,740.94	\$19,755,605.25	\$3,367,375.39	\$603,387.51	\$4,940,694.62	\$636,493.63	\$41,600,121.66	\$3,319,045.81	\$3,319.04

a To February 28, 1905. b March 1 to June 30, 1905. \* W. & S. W., July, August and September, 1904. + W. & W., October 1, 1904, to June 30, 1905.

TABLE XIV—EARNINGS—FREIGHT.

RAILROADS.	Local.	Through.	Other freight department.	Total freight department.	EARNINGS PER TRAIN MILE RUN.		EARNINGS PER TRAIN MILE RUN FROM ALL TRAINS EXCEPT PASSENGER.	
					Miles.	Earnings.	Miles.	Earnings.
Ames & College.....	\$ 1,308.33			\$ 1,308.33	10,071	\$ 2,200.00	20,639	\$ 1,42,896
Albia & Centerville.....	462.88			462.88				
Boone Valley.....		\$ 26,100.44		\$ 26,100.44				
Burlington, Cedar Rapids & Northern.....	790,517.61			790,517.61	15,116,641.00	11,187,319	18,286,172	1,229,600
Chicago, Burlington & Quincy.....		1,925,509.58		1,925,509.58	1,014,450	1,014,450	361,224	32,669
Chicago, Burlington & Kansas City.....		15,461,864.29	14,867.43	15,476,731.72	10,575,715.19	14,460,528	154,861	1,17,242
Kansas City, St. Jo. & Council Bluffs.....		1,563.91		1,563.91	445.175	2,28,250	1,100,132	1,44,940
St. Louis, Keokuk & Northwestern.....		13,338.36		13,338.36	32,817.37	90,607	90,607	92,152
Chicago, Ft. Madison & Des Moines.....		66,375.01		66,375.01	28,820	70,410	28,820	70,410
Chicago, Iowa & Dakota.....		4,693.73		4,693.73				
Chicago Great Western.....	15,565,320.43	3,412,736.41	302,300.23	19,280,357.07	11,691,444	1,044,470	19,330,472	1,40,467
Chicago, Milwaukee & St. Paul.....	4,901,142.10	5,103,122.55		10,004,264.65	11,990,351	11,990,351	14,459,982	1,11,770
Chicago, Rock Island & Pacific.....	5,449,122.55	10,116.80		5,459,239.35	10,575,715.19	14,460,528	154,861	1,17,242
Chicago & North-Western.....	14,076,888.98	5,476,796.33	6,143.03	19,559,728.34	10,575,715.19	14,460,528	154,861	1,17,242
Chicago, St. Paul, Minneapolis & O.....		109,824.12	4.00	109,828.12	130,000	144,228	319,161	1,31,725
St. Louis City & Pacific.....	26,576.07	1,562,508.21	34,670.00	1,623,754.28	2,238,571	59,820	2,790,867	49,680
Chicago, Santa Fe & California.....					7,491.21			
Crooked Creek.....					87,128	101,708	202,001	1,05,372
Des Moines Northern & Western.....	45,149.05	65,714.92		110,863.97	48,034	1,060,377	101,422	1,02,465
Hampton & Shenandoah.....	24,284.52	43,732.24		68,016.76	1,029,204	1,71,997	1,144,705	1,07,947
Des Moines Union.....	1,115,194.97			1,115,194.97				
Dubuque & Sioux City.....				63,212.69	65,011	1,000,240	130,658	70,330
Des Moines Northern & Western.....				1,800,986	1,800,986	1,800,986	1,800,986	1,800,986
Iowa Central.....	610,700.00	13,758.00		624,458.00	11,381	1,235,230	11,381	1,27,128
Iowa Northern.....				208,677.33	10,612	2,57,849	283,065	1,08,800
Keokuk & Western.....				1,145,194.97	6,861	1,28,445	101,264	1,34,571
Mass. City & Ft. Dodge.....	46,338.18	43,066.35		89,404.53	610,593		1,004,754	
Minneapolis & St. Louis.....								
Mississippi River & T. & B. Bridge Co.....								
Omaha & St. Louis.....	44,025.31	111,169.62		155,194.93	144,880	1,07,682	250,871	1,15,194
Prarie du Chien & McGregor.....								
Sioux City & Northern.....	30,997.47	80,767.35		111,764.82	61,062	2,32,191	123,940	1,29,891
Tabor & Northern.....				6,331.28				
Union Pacific.....				8,105,802.01				
Wabash.....	7,032,810.38			235,075.69	25,812.39	1,30,367	97,065	90,327
Winona & Northwestern.....				25,812.39	18,320	1,30,367	97,065	90,327
Winona & Western.....				25,812.39	18,320	1,30,367	97,065	90,327
NARROW GAUGE ROADS.								
Burlington & Northwestern.....				37,848.80	11,560	2,71,970	23,633	2,15,413
Burlington & Western.....				70,281	12,607	49,486	41,632	43,860
Des Moines & Kansas City.....				28,760.63	47,014			62,507
Total.....	\$45,367,697.39	\$20,036,928.73	\$887,430.89	\$66,292,057.01	\$5,873,738	\$ 1,57,284	\$6,112,894	\$ 1,38,001

a From July 1, 1904, to February 28, 1905. b From March 1, 1905, to June 30, 1905. c Winona & Northwestern to September 30, 1904; d Winona & Western to June 30, 1905. \* Debit.





TABLE XVII—OPERATING EXPENSES—CONTINUED.  
MAINTENANCE OF MOTIVE POWER AND CARS.

RAILROADS.	Repairs of locomotives.	Repairs of passenger cars.	Repairs of freight cars.	Repairs of machinery.	Other expenses.	Total.
Ames & College.			\$ 1,003.17		\$ 139.25	\$ 1,142.42
Albia & Centerville.	\$ 1,004.13		1,739.12			2,743.25
Boone Valley.						
Burlington, Cedar Rapids & Northern.	114,994.91	\$ 22,000.15	124,668.50	\$ 11,432.95	11,963.75	284,060.30
Chicago, Burlington & Quincy.	1,611,917.69		875,479.19			2,487,396.88
Chicago, Burlington & Kansas City.	6,871.17		5,594.84			12,466.01
Kansas City, St. Jo. & Council Bluffs.	35,437.35	23,301.63	19,436.58			78,175.56
St. Louis, Keokuk & Northwestern.	13,517.97	19,617.92	29,617.92			62,753.81
Chicago, Ft. Madison & Des Moines.	2,013.39	855.53	1,039.62	49.40	600.00	4,558.95
Chicago, Iowa & Dakota.	531.45	134.62	115.28	105.75		887.10
Chicago Great Western.	151,499.32	71,011.93	179,924.11	7,174.85	14,992.56	424,611.77
Chicago, Milwaukee & St. Paul.	228,274.32	253,479.91	708,527.87	40,087.51	303,694.61	1,569,195.46
Chicago, Rock Island & Pacific.	531,446.86	27,515.67	265,761.43			1,174,824.95
Chicago & North-Western.	858,522.25	296,119.36	84,009.94	65,091.14	379,442.46	2,420,255.15
Chicago, St. Paul, Minneapolis & Omaha.	214,101.42	96,430.10	197,313.18	25,217.96	303,903.86	1,037,066.52
St. Louis City & Pacific.	7,616.23	1,983.14	1,281.27	4,430.67	7,405.55	27,867.19
Chicago, Santa Fe & California.	110,341.69	17,326.88	116,232.17	5,305.83		249,206.57
Crooked Creek.	544.19		300.41			844.60
Des Moines Northern & Western.	5,232.73		3,002.14			8,234.87
Dubuque & Sioux City.	3,653.50		847.56			4,501.06
Des Moines Union.	81,703.23	39,044.45	77,102.75	5,959.65	4,204.65	198,055.17
Humeston & Shenandoah.	2,449.10		979.07	5,703.65	2,640.00	8,781.82
Iowa Central.	8,497.84	1,407.26	5,570.70			15,525.80
Iowa Northern.	52,432.77	11,949.77	53,901.74	3,243.31	1,165.61	122,612.62
Keokuk & Western.	13,600.25		3,504.71		1,800.00	18,905.00
Mason City & Ft. Dodge.	4,940.60		4,809.35			9,750.00
Minneapolis & St. Louis.	47,709.79	34,109.62	72,635.27	3,434.00	6,394.19	164,223.57
Mississippi River R. R. & T. Bridge Co.						
Omaha & St. Louis.	13,451.90	1,651.50	7,499.33	961.98	1,394.81	21,849.64
Prairie du Chien & McGregor.	6,614.32		3,807.14	85.00		10,506.46
Sioux City & Northern.	519.73		50.75		96.00	666.48
Tabor & Northern.						
Union Pacific.						
Wabash.	487,150.65	233,801.64	393,920.68	76,732.36	393,187.73	1,694,733.06
Winona & Southwestern.	1,164.47		330.63			1,495.10
Winona & Western.	4,361.44	1,641.34	1,911.63	328.64	353.10	8,295.15
Burlington & Northwestern.	1,729.68	1,641.15				3,370.83
Burlington & Western.	3,093.54		3,041.14			6,134.68
Des Moines & Kansas City.	7,957.44	1,512.51	2,600.21	42.93	15.75	11,541.84
Total.	\$4,353,432.51	\$1,276,234.94	\$4,326,254.81	\$266,879.52	\$1,079,796.58	\$11,302,598.36

a To February 28, 1895. b From March 1st to June 30, 1895. c W. & S.W. d July 1st to September 30, 1895. e W. & W. f October 1st, 1894, to June 30, 1895.

TABLE XVIII—OPERATING EXPENSES—CONTINUED.  
CONDUCTING TRANSPORTATION.

RAILROADS.	Fuel for locomotives.	Water supply.	Oil and waste.	Locomotive service.	Passenger train service.	Wages of switchmen, firemen, and conductors.	Mileage of express and freight cars.	Freight train service.	Train supply.
Ames & College.	\$ 1,106.28	72.00		600.00	\$ 540.00	\$ 300.00		\$ 1,222.93	\$ 49.00
Albia & Centerville.	1,917.54	237.21	207.16	2,002.76					
Boone Valley.	222,136.09	35,109.85	17,488.55	275,473.53	40,861.99	53,187.89		116,735.84	20,796.70
Burlington, Cedar Rapids & N.	1,495,661.61	1,664,017.17	228,698.15	1,456,925.92	50,851.08	843,818.17		1,310,422.19	627,202.47
Chicago, Burlington & Quincy.	3,109,109.45	3,109,109.45	3,109,109.45	3,109,109.45	3,109,109.45	3,109,109.45		3,109,109.45	3,109,109.45
Chicago, Burlington & Kansas City.	1,661.21								
Kansas City, St. Jo. & C. B.	8,939.36								
St. Louis, Keokuk & N.W.	4,390.07	400.70	219.00	4,809.77	1,101.14				
Chicago, Ft. Madison & Des M.	225.16	53.34	1,800.00	2,078.50	1,101.14				
Chicago, Iowa & Dakota.	394,953.26	21,811.60	12,919.62	256,474.59	73,630.41	10,872.24		2,735.25	308.30
Chicago Great Western.	1,623,415.56	60,367.17	39,628.21	1,693,411.42	50,731.61	680,398.35		211,236.32	89,049.48
Chicago, Milwaukee & St. Paul.	1,138,099.65	145,832.69	34,002.33	1,317,934.68	73,117.46	7,663.11		609,098.68	11,133.30
Chicago, Rock Island & Pacific.	2,239,899.62	125,600.00	140,801.00	2,346,975.87	994,129.39	631,492.61		82,648.21	1,147,726.82
Chicago & North-Western.	631,477.86	134,425.18	14,619.10	600,217.15	112,010.16	13,418.05		222,488.61	34,884.19
Chicago, St. Paul, Minn. & O.	42,196.30	1,007.22	1,265.47	20,423.05	11,234.88	4,439.50		11,532.32	5,699.73
St. Louis City & Pacific.	177,356.35	15,641.39	10,068.25	203,066.00	51,397.56	62,353.11		95,452.60	42,692.92
Crooked Creek.	1,441.16	216.21		2,495.73					
Des Moines Northern & W.	12,700.22	1,532.23	67.43	14,869.88	2,860.23			4,571.94	479.00
Dubuque & Sioux City.	5,842.23	725.51	123.34	6,691.08	1,469.03			2,312.32	265.75
Des Moines Union.	103,911.44	10,261.78	5,713.24	120,227.17	33,953.01	29,812.10		6,692.91	36,706.19
Des Moines & Kansas City.	4,459.73	1,390.84	176.02	6,026.59	3,044.90	14,237.57		2,641.29	1,250.00
Humeston & Shenandoah.	10,401.42	1,041.42	467.60	11,910.44	3,222.47			2,370.91	1,133.00
Iowa Central.	98,739.49	8,162.97	4,713.31	107,615.76	14,743.50	7,349.75		11,697.22	6,556.46
Iowa Northern.	1,546.00		140.58	1,686.58					
Keokuk & Western.	15,780.32	3,007.45	780.89	21,568.66	2,124.49			4,353.47	1,250.00
Mason City & Ft. Dodge.	8,890.91	900.00	607.59	7,191.51	1,396.52			2,774.84	188.31
Minneapolis & St. Louis.	119,391.17	9,474.10	3,827.34	128,692.61	70,620.00	40,008.00		14,645.20	8,440.00
Mississippi River R.R. & T. Co.	2,431.79			2,431.79					
Omaha & St. Louis.									
Prairie du Chien & McGregor.	21,465.08			21,465.08					
Sioux City & Northern.									
Tabor & Northern.									
Union Pacific.									
Wabash.	735,835.61	101,714.52	80,960.30	898,510.43	305,643.06	496,170.61		477,555.95	64,931.50
Winona & Southwestern.	1,474.14	63.10	214.14	1,751.38	310.00	1,231.10		1,231.10	30.75
Winona & Western.	14,379.75	274.74	618.92	15,273.41	3,327.32	1,305.87		3,307.33	1,304.47
Burlington & Northwestern.	596.92			596.92	2,060.41	380.00			
Burlington & Western.	89.91			89.91	1,563.94	3,000.00			
Des Moines & Kansas City.	6,002.05	302.50	200.40	6,504.95	4,321.53	407.57			101.75
Total.	\$9,214,030.45	\$2,784,454.42	\$685,536.67	\$9,867,439.91	\$2,594,000.91	\$5,000,682.62	\$421,230.16	\$5,192,227.91	\$1,589,102.33

a To February 28, 1895. b From March 1st to June 30, 1895. c Winona & Southwestern to September 30, 1894; d Winona & Western from October 1, 1894, to June 30, 1895.

TABLE XIX—OPERATING EXPENSES—CONTINUED.  
CONDUCTING TRANSPORTATION—Continued.

[illegible]

Total.....	\$1,603,812.34	\$2,012,569.09	\$ 238,177.45	\$ 430,135.80	\$1,078,135.65	\$8,496,630.31	\$1,043,454.32	\$1,502,755.39	\$48,773,106.43
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<sup>a</sup> To February 28, 1964. <sup>b</sup> From March 1 to June 30, 1965. <sup>c</sup> W. & S.W., to September 30, 1964. <sup>d</sup> W. & W., C.

TABLE XX—OPERATING EXPENSES—STATE OF IOWA.  
MAINTENANCE OF WAY AND BUILDINGS

[illegible]



TABLE XXI—OPERATING EXPENSES—STATE OF IOWA—CONTINUED.  
MAINTENANCE OF MOTIVE POWER AND CARS.

RAILROADS.	Repairs of locomotives.	Repairs of passenger cars.	Repairs of freight cars.	Repairs of tools and machinery.	Other expenses.	Total.
Ames & College.			\$ 1,003.17		\$ 139.35	\$ 1,142.52
Albia & Centerville.	\$ 1,004.13		\$ 1,735.12			\$ 2,739.25
Boone Valley.	103,247.35	308.42	144,095.92	\$ 10,515.31	11,006.68	269,171.73
Burlington, Cedar Rapids & Northern.						
Chicago, Burlington & Quincy.						
Chicago, Burlington & Kansas City.						
Kansas City, St. Jo. & Council Bluffs.						
St. Louis, Keokuk & Northwestern.						
Chicago, Ft. Madison & Des Moines.	2,013.38	825.55	1,030.92	49.40	6.00	4,539.25
Chicago, Iowa & Dakota.	531.45	134.82	115.28	103.73		875.10
Chicago Great Western.	77,459.95	39,216.08	91,271.70	3,639.07	7,610.69	216,596.61
Chicago, Milwaukee & St. Paul.	131,644.09	651,69.98	102,131.97	10,021.87	73,123.71	473,291.61
Chicago, Rock Island & Pacific.						
Chicago & North-Western.	198,403.28	67,401.91	102,068.78	13,829.11	85,946.57	559,569.55
Chicago, St. Paul, Minneapolis & Omaha.	12,631.37	3,923.40	11,639.26	1,490.13		29,723.16
Sioux City & Pacific.	5,705.46	1,485.00	4,780.91	3,311.59	5,615.26	20,898.22
Chicago, Santa Fe & California.	4,314.44	677.47	4,544.86			9,536.77
Crooked Creek.	2,844.40		280.31			3,124.71
Des Moines Northern & Western.	4,297.25	4,390.77	4,921.44			13,609.47
Dubuque & Sioux City.	79,051.63	29,561.61	76,102.03	4,843.33	4,306.16	194,915.35
Des Moines Union.	4,466.33		779.97	2,708.65	3,840.00	11,795.95
Humeston & Shenandoah.	8,487.84	1,463.16	5,670.76			15,621.76
Iowa Central.	40,743.41	9,498.12	47,722.79	3,343.38		99,199.70
Iowa Northern.						1,156.61
Keokuk & Western.	6,909.79	1,814.75	12,316.39		919.00	21,949.93
Mason City & Ft. Dodge.	4,950.60	1,719.70	4,899.35	302.16		11,871.81
Minneapolis & St. Louis.	5,298.09	4,861.67	10,855.08	535.93	1,284.91	23,835.68
Mississippi River R. & T. Bridge Co.	3,044.44	628.21	7,302.39	187.37	471.13	11,633.56
Omaha & St. Louis.	6,187.31	759.60	3,415.00	412.31	565.63	11,400.85
Prairie du Chien & McGregor.						
Sioux City & Northern.	5,284.62	1,694.05	7,507.94	67.91		14,554.52
Tabor & Northern.	516.73	50.75			96.00	663.48
Union Pacific.						
Wabash.	6,334.34	3,399.82	6,398.74	1,049.91	8,185.48	25,372.92
*Winona & Southwestern.	1,109.92	304.92	578.41	63.72	85.93	2,249.80
YARROW GAUGE ROADS.						
Burlington & Northwestern.	1,729.68		1,011.16			2,740.84
Burlington & Western.	3,063.54		3,041.14			6,104.68
Des Moines & Kansas City.	7,015.07	1,436.88	2,473.05	40.78	13.93	10,985.74
Total.	\$ 737,088.22	\$ 237,696.43	\$ 800,941.02	\$ 56,742.24	\$ 204,546.34	\$ 2,067,171.79

REPORT OF RAILROAD COMMISSIONERS.

COMPILATION OF RETURNS.

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TABLE XXII—OPERATING EXPENSES—STATE OF IOWA—CONTINUED.  
CONDUCTING TRANSPORTATION.

RAILROADS.	Fuel for locomotives.	Water output.	Oil and waste.	Locomotive services.	Passenger train service.	Wages of watchmen, flagmen, etc.	Mileage of passenger trains.	Freight train service.	Train supplies.
Ames & College.	\$ 1,103.28	\$ 72.00		\$ 600.00	\$ 540.00	\$ 360.00		\$ 240.00	\$ 47.80
Albia & Centerville.	7,017.53	387.31	\$ 307.16	2,062.76				1,122.93	
Boone Valley.	216,963.20	16,061.05	16,098.06	271,394.78	65,872.00	49,902.37	\$ 10,521.32	107,415.37	10,123.73
Burlington, Cedar Rapids & N.									
Chicago, Burlington & Quincy.									
Chicago, Burlington & Kansas City.									
Kansas City, St. Jo. & C. B.									
St. Louis, Keokuk & N.W.									
Chicago, Ft. Madison & D. M.	4,380.87	492.70	313.02	4,874.77	1,161.12				
Chicago, Iowa & Dakota.	3,107.79	325.39	35.51	1,999.00					
Chicago Great Western.	105,075.95	11,141.12	6,848.79	131,720.24	36,713.91	35,141.84		56,453.37	17,993.84
Chicago, Milwaukee & St. Paul.	433,363.89	16,006.73	14,939.59	664,972.35	141,075.28	150,247.20	54,309.08	212,514.87	55,161.03
Chicago, Rock Island & Pacific.									
Chicago & North-Western.	267,112.12	39,609.59	38,940.59	563,374.11	193,797.50	10,126.35		297,333.89	68,840.01
Chicago, St. Paul, Minn. & O.	39,733.11	1,973.14	863.81	29,762.21	6,619.87			13,146.56	2,036.56
Sioux City & Pacific.	3,619.06	1,406.15	951.77	22,714.42	8,408.46	7,912.55	4,804.66	8,953.22	4,255.23
Chicago, Santa Fe & California.	6,841.63	602.10		7,940.19	3,000.61			3,782.20	1,747.65
Crooked Creek.	1,441.16	310.21		2,406.73					
Des Moines Northern & W.	9,187.65	2,238.04	282.77	10,007.33	4,454.82			4,594.23	557.23
Dubuque & Sioux City.	101,281.41	10,614.46	5,033.00	137,771.55	33,337.41	28,107.17	6,002.91	68,112.90	36,313.13
Des Moines Union.	4,475.75	1,260.84	176.02	6,271.61	3,041.00			2,491.29	778.60
Humeston & Shenandoah.	10,401.02	1,444.77	487.06	9,821.09	7,122.27			5,709.91	2,497.91
Iowa Central.	81,790.53	6,949.58	3,198.49	82,737.49	12,068.55	14,343.69		3,222.41	46,907.91
Iowa Northern.	1,655.00		140.55	1,795.55	1,500.00				
Keokuk & Western.	9,579.29	1,359.50	398.25	11,613.44	2,163.35	9.28		7,939.57	612.00
Mason City & Fort Dodge.	8,890.94	300.20	607.53	7,191.31	1,038.67			10.	288.13
Minneapolis & St. Louis.	24,040.20	1,041.16	545.43	26,646.44	30,912.53	3,170.55		3,591.93	2,051.93
Mississippi River R. & T. Co.	8,570.82	559.95	300.60	8,634.38	5,867.65	1,448.55		918.08	1,023.32
Omaha & St. Louis.									
Prairie du Chien & McGregor.	15,426.31	1,578.62	211.31	11,613.63	1,333.72	2,822.88	1,526.61	6,080.00	1,509.95
Sioux City & Northern.	17,167.72			10,114.82	2,630.22	3,666.10		4,022.12	1,520.07
Tabor & Northern.	1,284.42				1,616.97		4.53		
Union Pacific.	18,090.94	1,448.19	1,300.56	16,478.04	4,772.61	11,196.85	1,533.24	918.93	517.65
Wabash.	8,167.99	735.61	173.72	2,518.01	895.08			302.94	302.94
*Winona & Southwestern.									
YARROW GAUGE ROADS.									
Burlington & Northwestern.	536.82			3,243.40	2,620.41	600.00			
Burlington & Western.		80.91		15,982.33	7,544.94	125.00			
Des Moines & Kansas City.	3,308.95	193.56	218.94	7,643.63	4,014.16	397.19			
Total.	\$1,761,685.18	\$ 107,394.12	\$ 92,295.37	\$1,844,700.25	\$ 478,792.49	\$ 329,085.44	\$ 107,373.61	\$ 531,837.49	\$ 196,511.41

\*Includes Winona &amp; Western.

## REPORT OF RAILROAD COMMISSIONERS

TABLE XXIII—OPERATING EXPENSES—STATE OF IOWA—CONTINUED.  
CONDUCTING TRANSPORTATION—Continued.

RAILROADS.									
Mileage of freight hauls.	Telegraph expense—operating, mail and express.	Damage to freight and baggage.	Insurance on freight and baggage.	Personal injury.	Airline and station service.	Station.	Supplies.	Fundings.	Total.
\$ 1,214.47	\$ 580.72	\$ 37.43	\$ 675.70	\$ 121.00	\$ 1,853.50	\$ 60.29	\$ 207.00	\$ 2,017.29	\$ 11,144.44
63,297.30	5,007.32	5,313.33	396.85	103,007.13	65,397.40	12,002.93	4,115.56	1,091,069	1,091,069
1,043.25	1,194.25	13.14	119.50	396.85	1,031.70	101.03	2,354.42	41,055.79	41,055.79
10,413.95	11,019.35	19.50	23,507.33	20,615.10	11,852.55	72.41	77,714.96	13,555.29	13,555.29
11,019.35	11,019.35	27,808.80	27,808.80	20,615.10	11,852.55	72.41	77,714.96	13,555.29	13,555.29
39,000.97	37,053.41	16,937.47	51,312.28	11,311.41	1,031.70	101.03	2,354.42	41,055.79	41,055.79
315.00	3,893.36	1,601.14	1,710.31	11,554.51	1,031.70	101.03	2,354.42	41,055.79	41,055.79
1,000.00	1,000.00	375.13	280.70	280.70	1,031.70	101.03	2,354.42	41,055.79	41,055.79
4,131.67	3,755.95	4,690.36	4,690.36	4,690.36	1,031.70	101.03	2,354.42	41,055.79	41,055.79
34,475.00	37,528.79	11,517.33	11,517.33	11,517.33	1,031.70	101.03	2,354.42	41,055.79	41,055.79
27,469.36	25,745.74	1,308.25	1,308.25	1,308.25	1,031.70	101.03	2,354.42	41,055.79	41,055.79
1,011.79	1,011.79	61.45	1,344.22	1,344.22	1,031.70	101.03	2,354.42	41,055.79	41,055.79
137.79	2,934.55	1,017.36	1,017.36	1,017.36	1,031.70	101.03	2,354.42	41,055.79	41,055.79
4,930.96	4,966.04	627.34	285.04	285.04	1,031.70	101.03	2,354.42	41,055.79	41,055.79
4,930.96	2,873.35	335.29	938.05	938.05	1,031.70	101.03	2,354.42	41,055.79	41,055.79
2,000.00	2,000.00	20.81	36.65	36.65	1,031.70	101.03	2,354.42	41,055.79	41,055.79
14.38	8,829.40	1,315.37	899.42	899.42	1,031.70	101.03	2,354.42	41,055.79	41,055.79
2,000.00	1,725.00	566.94	43.15	43.15	1,031.70	101.03	2,354.42	41,055.79	41,055.79
24.00	448.00	200.14	20.14	20.14	1,031.70	101.03	2,354.42	41,055.79	41,055.79
24.18	637.00	1,302.99	34.09	34.09	1,031.70	101.03	2,354.42	41,055.79	41,055.79
\$ 108,418.71	\$ 416,110.21	\$ 94,015.47	\$ 117,405.78	\$ 199,499.43	\$ 1,307,744.00	\$ 691.77	\$ 470.31	\$ 9,301,922.94	\$ 9,301,922.94

Total.

© Credit, a Nov. 1, 1906, to June 30, 1907, to Oct. 31, 1907.

*c* Credit. *a* Nov. 1, 1964, to June 26, 1965. *b* July 1, to Oct. 31, 1965.

TABLE XXIV—GENERAL EXPENSES—STATE OF IOWA

[illegible]



TABLE XXV—GENERAL EXPENSES—STATE OF IOWA—CONTINUED.

RAILROADS.	Heads for trucks, yards and terminals.	Rents not provided for.	Legal ex- penses.	Stationary and plant.	Eng. expenses.	Other gen- eral ex- penses.	Taxes in Towns.	Total.
Ames & Collegeville		\$ 60.00	\$ 207.50	\$ 137.85	\$ 62.75		\$ 1,253.00	\$ 2,241.10
Boone Valley	16,857.90	4,000.81	8,093.84	10,035.75	1,599.85		117,257.45	3,000.00
Chicago, Burlington & Kansas City								22,000.00
Chicago, Burlington & Kansas City								
Kansas City, St. Jo. & Council Bluffs								
Chicago, Ft. Madison & Des Moines	2,013.50	216.04	481.60	453.60	3,456.29		3,840.38	20,047.02
Chicago, Iowa & Dakota								1,473.11
Chicago, Milwaukee & St. Paul	71,276.39	14,397.05	13,701.41	13,701.41	12,851.43		63,789.47	147,173.11
Chicago, Rock Island & Pacific	74,536.02	22,226.75	21,526.79	24,906.47	37,018.35		277,175.11	943,312.56
Chicago, St. Paul, Minneapolis & Omaha	22,739.89	109.10	30,705.33	2,630.72	107.03		278,114.20	32,141.93
St. Louis City & Pacific	6,520.54	2,341.43	2,341.43	2,341.43	2,341.43		2,341.43	62,193.30
Rock Island & Pacific	6,520.54	118.59	710.75	421.14	1,167.41		12,800.64	26,275.01
Des Moines Northern & Western								32,141.93
Dubuque & Sioux City	27,257.37	342.72	6,353.44	1,280.07	493.54		1,434.59	56,278.51
Des Moines Union	12,854.45	249.36	134.00	160.25	2,719.50		7,109.51	30,048.65
Des Moines & Western	9,999.86	3,929.09	14,201.99	22,053.02	13,033.16		88,491.61	302,048.45
Iowa Cent. & Shennandoah	2,851.00	70.25	323.51	323.51	2,719.50		8,491.61	30,048.65
Iowa Northern	2,851.00	1,228.80	3,799.35	8,801.21	8,125.23		40,667.61	133,001.32
Missouri Valley & Pacific	1,753.02		349.85	405.90	169.82		632.83	2,175.11
Minneapolis & St. Louis	241.12		241.12	790.01	8,759.63		8,759.63	20,419.25
Kansas City & Over R. E. & T. Bridge Co.	2,400.00	5,617.85	3,708.53	3,708.53	2,005.18		15,163.10	61,255.05
St. Louis & Northern	4,052.05	984.00	1,070.47	601.56	454.03		8,907.05	30,540.56
St. Louis & Northern								
Union Pacific	16.66	35.00	12.15	1,820.17	601.59		158,257.17	37,779.37
Winnebago & Southwestern			775.32	198.27			9,088.13	12,078.43
Winnebago & Western			3,867.11	9.15			2,797.88	5,665.05
SARROW GAUGE ROADS	844.73	4.45		100.00	273.24			7,094.23
Burlington & Northwestern				351.40				2,643.10
Des Moines & Kansas City			1,065.31	284.73				5,054.00
Total	\$ 217,118.77	\$ 57,597.74	\$ 171,793.22	\$ 108,744.29	\$ 90,250.25	\$ 977,406.27	\$ 2,894,387.78	\$ 2,894,387.78

From July 1, 1904, to February 28, 1905.

a From July 1, 1894, to February 28, 1895.    b From March 1st to June 30, 1895.    c July 1st to September 30, 1894; d October 1, 1894, to June 30, 1895.

TABLE XXVI.—GENERAL EXPENSES.

Railroads.	Salaries of officers.	Salaries of clerks.	General or special supplies.	Agents and rent.	Advertis- ing.	Comms.	Insurance.	Repairs of equip- ment.	Turn- ing as- sociations.	Repairs of stock, y'ds and eleva- tors.
Atnes & College.	\$ 240.00	\$ 600.00	\$ 11,962.91	\$ 7,724.75	\$ 4,672.40	\$ 10,887.92	\$ 12,500.00	\$ 128,002.90	\$ 3,722.93	\$ 38.00
Albin & Centerville.	53,275.88	61,681.35	126,744.05	214,435.78	7,025.40	10,887.92	128,002.90	17,798.50	17,798.50	90.00
Chicago, Burl. & Quincy.	78,584.25	17,242.03	8,867.35	21,145.78	2,709.77	3,794.92	3,794.92	3,794.92	3,794.92	30.00
Chicago & North Western.	78,584.25	17,242.03	8,867.35	21,145.78	2,709.77	3,794.92	3,794.92	3,794.92	3,794.92	30.00
St. L. & Keokuk & N.W. D.M.	78,584.25	17,242.03	8,867.35	21,145.78	2,709.77	3,794.92	3,794.92	3,794.92	3,794.92	30.00
Chicago, LaSalle & Park.	2,500.00	410.00	123.07	4,749.10	82.00	1,000.00	1,000.00	1,000.00	1,000.00	30.00
Chicago Great Western.	51,530.51	67,633.77	31,594.69	69,846.41	32,001.25	10,821.11	10,821.11	10,821.11	10,821.11	30.00
Chicago & Rock Island.	135,115.13	295,028.54	84,692.21	212,124.77	67,515.82	16,660.03	16,660.03	16,660.03	16,660.03	30.00
Chicago & Milwaukee & Pac.	135,115.13	295,028.54	84,692.21	212,124.77	67,515.82	16,660.03	16,660.03	16,660.03	16,660.03	30.00
Chicago & North Western.	135,115.13	295,028.54	84,692.21	212,124.77	67,515.82	16,660.03	16,660.03	16,660.03	16,660.03	30.00
St. Charles, St. Louis & O.	4,841.81	19,422.55	15,632.12	53,313.11	4,755.12	4,755.12	4,755.12	4,755.12	4,755.12	30.00
St. Charles, St. Louis & O.	4,841.81	19,422.55	15,632.12	53,313.11	4,755.12	4,755.12	4,755.12	4,755.12	4,755.12	30.00
Chicago, Santa Fe & Cal.	36,500.00	42,440.35	1,181.25	25,594.13	4,755.12	4,755.12	4,755.12	4,755.12	4,755.12	30.00
Crooked Creek.	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	30.00
D.M. Northern & Western.	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00	30.00
Dubuque & Sioux City.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Des Moines & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Hammond & Shughandah.	2,500.00	1,100.00	326.50	1,100.00	8.00	1,100.00	1,100.00	1,100.00	1,100.00	30.00
Iowa Central.	20,846.68	31,888.72	4,482.19	14,993.27	1,570.55	4,464.54	4,464.54	4,464.54	4,464.54	30.00
Iowa North Western.	13,500.00	9,057.05	3,500.00	16,000.00	300.00	1,000.00	1,000.00	1,000.00	1,000.00	30.00
Mason City & Ft. Dodge.	13,500.00	9,057.05	3,500.00	16,000.00	300.00	1,000.00	1,000.00	1,000.00	1,000.00	30.00
Missouri & St. Louis.	26,414.25	22,723.74	8,958.66	22,723.74	1,025.05	3,661.83	3,661.83	3,661.83	3,661.83	30.00
St. Paul & Northern P.A.C.	13,500.00	9,057.05	3,500.00	16,000.00	300.00	1,000.00	1,000.00	1,000.00	1,000.00	30.00
Quakana & St. Louis.	13,500.00	9,057.05	3,500.00	16,000.00	300.00	1,000.00	1,000.00	1,000.00	1,000.00	30.00
Palatine du Chien & McHenry.	11,134.71	9,662.35	1,600.00	727.59	66.59	1,173.93	1,173.93	1,173.93	1,173.93	30.00
Union Pacific.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Southwestern.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66	3,858.66	3,858.66	3,858.66	30.00
Winnebago & Western.	28,629.00	56,014.56	9,891.51	60,724.59	5,562.26	3,858.66				

TABLE XXVII—GENERAL EXPENSES—ENTIRE LINE—CONTINUED.

[illegible]

TABLE XXVIII.—RECAPITULATION OF EXPENSES—STATE OF IOWA

[illegible]











## REPORT OF RAILROAD COMMISSIONERS

xxxx-CURRENT ASSETS AND LIABILITIES.

CASE AND CURRENT ASSETS AVAILABLE FOR	COPIES	RECEIVED	PAID

[illegible]

Total

a From July 1, 1844, to February 28, 1865. b Mar-  
October 31, 1894. c November 1, 1894, to June 30, 1895.

## COMPILATION OF RETURNS

TABLE XXXVI.—ASSETS AND LIABILITIES—CONTINUED.  
CURRENT LIABILITIES ACCRUED TO AND INCLUDING JUNE 30, 1895.

[illegible]

Total

<sup>a</sup> From July 1, 1994, to February 28, 1995. <sup>b</sup> From March 1 to June 30, 1995. <sup>c</sup> July 1 to October 31, 1994. <sup>d</sup> November 1, 1994, to June 30, 1995. <sup>e</sup> Winona & Northwestern July 1 to September 30, 1994. <sup>f</sup> Winona & Western October 1, 1994, to June 30, 1995.



TABLE XXXVII—SURPLUS.

[illegible]

Total	11
a To February 28, 1955. b March to June 30, 1951. c Deficit.	

\* To February 28, 1956. † March to June 30, 1951. \* Deficit.

TABLE XXXVIII—MILFAGE

[illegible]

Total.....	19,077.26	6,027.65
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\* Includes 305.96 miles Keokuk to Ruthven.

\* Includes 355.56 miles Keokuk to Eastview. † Includes 73.58, C. & Minn. railroad. ‡ Includes 11.38 miles operated by H. C. R. & N.





TABLE XII—EMPLOYES AND SALARIES—STATE OF IOWA—CONTINUED.

FIRES.			CONDUCTORS.			OTHER TELEMEN.			M. CHIEFS.			CARPENTERS.		
Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.	Number.	Total yearly compensation.	Average daily compensation.
1	540.00	.47	1	540.00	.47	1	540.00	.47	1	540.00	.47	1	540.00	.47
2	540.00	.47	2	540.00	.47	2	540.00	.47	2	540.00	.47	2	540.00	.47
3	540.00	.47	3	540.00	.47	3	540.00	.47	3	540.00	.47	3	540.00	.47
4	540.00	.47	4	540.00	.47	4	540.00	.47	4	540.00	.47	4	540.00	.47
5	540.00	.47	5	540.00	.47	5	540.00	.47	5	540.00	.47	5	540.00	.47
6	540.00	.47	6	540.00	.47	6	540.00	.47	6	540.00	.47	6	540.00	.47
7	540.00	.47	7	540.00	.47	7	540.00	.47	7	540.00	.47	7	540.00	.47
8	540.00	.47	8	540.00	.47	8	540.00	.47	8	540.00	.47	8	540.00	.47
9	540.00	.47	9	540.00	.47	9	540.00	.47	9	540.00	.47	9	540.00	.47
10	540.00	.47	10	540.00	.47	10	540.00	.47	10	540.00	.47	10	540.00	.47
11	540.00	.47	11	540.00	.47	11	540.00	.47	11	540.00	.47	11	540.00	.47
12	540.00	.47	12	540.00	.47	12	540.00	.47	12	540.00	.47	12	540.00	.47
13	540.00	.47	13	540.00	.47	13	540.00	.47	13	540.00	.47	13	540.00	.47
14	540.00	.47	14	540.00	.47	14	540.00	.47	14	540.00	.47	14	540.00	.47
15	540.00	.47	15	540.00	.47	15	540.00	.47	15	540.00	.47	15	540.00	.47
16	540.00	.47	16	540.00	.47	16	540.00	.47	16	540.00	.47	16	540.00	.47
17	540.00	.47	17	540.00	.47	17	540.00	.47	17	540.00	.47	17	540.00	.47
18	540.00	.47	18	540.00	.47	18	540.00	.47	18	540.00	.47	18	540.00	.47
19	540.00	.47	19	540.00	.47	19	540.00	.47	19	540.00	.47	19	540.00	.47
20	540.00	.47	20	540.00	.47	20	540.00	.47	20	540.00	.47	20	540.00	.47
21	540.00	.47	21	540.00	.47	21	540.00	.47	21	540.00	.47	21	540.00	.47
22	540.00	.47	22	540.00	.47	22	540.00	.47	22	540.00	.47	22	540.00	.47
23	540.00	.47	23	540.00	.47	23	540.00	.47	23	540.00	.47	23	540.00	.47
24	540.00	.47	24	540.00	.47	24	540.00	.47	24	540.00	.47	24	540.00	.47
25	540.00	.47	25	540.00	.47	25	540.00	.47	25	540.00	.47	25	540.00	.47
26	540.00	.47	26	540.00	.47	26	540.00	.47	26	540.00	.47	26	540.00	.47
27	540.00	.47	27	540.00	.47	27	540.00	.47	27	540.00				

Total	1977	1980-1983	931	936-1017
July 1 to October 31, 1984	1,277	1,000-1,060	931	936-1017

July 1, to October 31, 1964. In November 1, 1964 to June 30, 1965

TABLE XLII—EMPLOYERS AND SALARIES—STATE OF IOWA—CONTINUED

RAILROADS.				OTHER SHOPS MRS.			SEWING MACHINES.			OTHER TRACKS MRS.			SWITCHES, FLAG STICKS AND WHEELS MRS.			FURNITURE, CHAIRS, BEDS AND DISHWARE MRS.		
Total.		Av. daily.		Number.		Total.		Av. daily.		Number.		Total.		Av. daily.		Number.		
Total.		Av. daily.		Number.		Total.		Av. daily.		Number.		Total.		Av. daily.		Number.		
1	1,000.00	1.00	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
2	2,000.00	2.00	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
3	3,000.00	3.00	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	
4	4,000.00	4.00	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	
5	5,000.00	5.00	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
6	6,000.00	6.00	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	
7	7,000.00	7.00	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	
8	8,000.00	8.00	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	
9	9,000.00	9.00	9	9	9	9	9	9	9	9	9	9	9	9	9	9	9	
10	10,000.00	10.00	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	
11	11,000.00	11.00	11	11	11	11	11	11	11	11	11	11	11	11	11	11	11	
12	12,000.00	12.00	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	
13	13,000.00	13.00	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	
14	14,000.00	14.00	14	14	14	14	14	14	14	14	14	14	14	14	14	14	14	
15	15,000.00	15.00	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	
16	16,000.00	16.00	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	
17	17,000.00	17.00	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	
18	18,000.00	18.00	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	
19	19,000.00	19.00	19	19	19	19	19	19	19	19	19	19	19	19	19	19	19	
20	20,000.00	20.00	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	
21	21,000.00	21.00	21	21	21	21	21	21	21	21	21	21	21	21	21	21	21	
22	22,000.00	22.00	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	
23	23,000.00	23.00	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	
24	24,000.00	24.00	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	
25	25,000.00	25.00	25	25	25													

Total...	12	1.01	1.401
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a July 1 to October 31, 1974. b November, 1994 to June 30, 1995.

## REPORT OF RAILROAD COMMISSIONERS

TABLE XLIII—EMPLOYES AND SALARIES—STATE OF IOWA—CONTINUED.

[illegible]

TABLE XLIV—EMPLOYES AND SALARIES.

GENERAL OFFICERS.				GLEN'S OFFICE CLERKS.				STATION AGENTS.				OTHER STATION MEN.				EMPLOYEES.	
Number	Total yearly compensation.	Average yearly compensation.	Number	Total yearly compensation.	Average yearly compensation.	Number	Total yearly compensation.	Average yearly compensation.	Number	Total yearly compensation.	Average yearly compensation.	Number	Total yearly compensation.	Average yearly compensation.	Number	Total yearly compensation.	Average yearly compensation.
1	\$ 355.00	\$ 355.00	1	\$ 610.00	\$ 610.00	1	\$ 1,110.00	\$ 1,110.00	1	\$ 40.00	\$ 40.00	1	\$ 600.00	\$ 600.00	1	\$ 135,000.00	\$ 135,000.00
2	\$ 355.00	\$ 355.00	2	\$ 610.00	\$ 610.00	2	\$ 1,110.00	\$ 1,110.00	2	\$ 40.00	\$ 40.00	2	\$ 600.00	\$ 600.00	2	\$ 135,000.00	\$ 135,000.00
3	\$ 355.00	\$ 355.00	3	\$ 610.00	\$ 610.00	3	\$ 1,110.00	\$ 1,110.00	3	\$ 40.00	\$ 40.00	3	\$ 600.00	\$ 600.00	3	\$ 135,000.00	\$ 135,000.00
4	\$ 355.00	\$ 355.00	4	\$ 610.00	\$ 610.00	4	\$ 1,110.00	\$ 1,110.00	4	\$ 40.00	\$ 40.00	4	\$ 600.00	\$ 600.00	4	\$ 135,000.00	\$ 135,000.00
5	\$ 355.00	\$ 355.00	5	\$ 610.00	\$ 610.00	5	\$ 1,110.00	\$ 1,110.00	5	\$ 40.00	\$ 40.00	5	\$ 600.00	\$ 600.00	5	\$ 135,000.00	\$ 135,000.00
6	\$ 355.00	\$ 355.00	6	\$ 610.00	\$ 610.00	6	\$ 1,110.00	\$ 1,110.00	6	\$ 40.00	\$ 40.00	6	\$ 600.00	\$ 600.00	6	\$ 135,000.00	\$ 135,000.00
7	\$ 355.00	\$ 355.00	7	\$ 610.00	\$ 610.00	7	\$ 1,110.00	\$ 1,110.00	7	\$ 40.00	\$ 40.00	7	\$ 600.00	\$ 600.00	7	\$ 135,000.00	\$ 135,000.00
8	\$ 355.00	\$ 355.00	8	\$ 610.00	\$ 610.00	8	\$ 1,110.00	\$ 1,110.00	8	\$ 40.00	\$ 40.00	8	\$ 600.00	\$ 600.00	8	\$ 135,000.00	\$ 135,000.00
9	\$ 355.00	\$ 355.00	9	\$ 610.00	\$ 610.00	9	\$ 1,110.00	\$ 1,110.00	9	\$ 40.00	\$ 40.00	9	\$ 600.00	\$ 600.00	9	\$ 135,000.00	\$ 135,000.00
10	\$ 355.00	\$ 355.00	10	\$ 610.00	\$ 610.00	10	\$ 1,110.00	\$ 1,110.00	10	\$ 40.00	\$ 40.00	10	\$ 600.00	\$ 600.00	10	\$ 135,000.00	\$ 135,000.00
11	\$ 355.00	\$ 355.00	11	\$ 610.00	\$ 610.00	11	\$ 1,110.00	\$ 1,110.00	11	\$ 40.00	\$ 40.00	11	\$ 600.00	\$ 600.00	11	\$ 135,000.00	\$ 135,000.00
12	\$ 355.00	\$ 355.00	12	\$ 610.00	\$ 610.00	12	\$ 1,110.00	\$ 1,110.00	12	\$ 40.00	\$ 40.00	12	\$ 600.00	\$ 600.00	12	\$ 135,000.00	\$ 135,000.00
13	\$ 355.00	\$ 355.00	13	\$ 610.00	\$ 610.00	13	\$ 1,110.00	\$ 1,110.00	13	\$ 40.00	\$ 40.00	13	\$ 600.00	\$ 600.00	13	\$ 135,000.00	\$ 135,000.00
14	\$ 355.00	\$ 355.00	14	\$ 610.00	\$ 610.00	14	\$ 1,110.00	\$ 1,110.00	14	\$ 40.00	\$ 40.00	14	\$ 600.00	\$ 600.00	14	\$ 135,000.00	\$ 135,000.00
15	\$ 355.00	\$ 355.00	15	\$ 610.00	\$ 610.00	15	\$ 1,110.00	\$ 1,110.00	15	\$ 40.00	\$ 40.00	15	\$ 600.00	\$ 600.00	15	\$ 135,000.00	\$ 135,000.00
16	\$ 355.00	\$ 355.00	16	\$ 610.00	\$ 610.00	16	\$ 1,110.00	\$ 1,110.00	16	\$ 40.00	\$ 40.00	16	\$ 600.00	\$ 600.00	16	\$ 135,000.00	\$ 135,000.00
17	\$ 355.00	\$ 355.00	17	\$ 610.00	\$ 610.00	17	\$ 1,110.00	\$ 1,110.00	17	\$ 40.00	\$ 40.00	17	\$ 600.00	\$ 600.00	17	\$ 135,000.00	\$ 135,000.00
18	\$ 355.00	\$ 355.00	18	\$ 610.00	\$ 610.00	18	\$ 1,110.00	\$ 1,110.00	18	\$ 40.00	\$ 40.00	18	\$ 600.00	\$ 600.00	18	\$ 135,000.00	\$ 135,000.00
19	\$ 355.00	\$ 355.00	19	\$ 610.00	\$ 610.00	19	\$ 1,110.00	\$ 1,110.00	19	\$ 40.00	\$ 40.00	19	\$ 600.00	\$ 600.00	19	\$ 135,000.00	\$ 135,000.00
20	\$ 355.00	\$ 355.00	20	\$ 610.00	\$ 610.00	20	\$ 1,110.00	\$ 1,110.00	20	\$ 40.00	\$ 40.00	20	\$ 600.00	\$ 600.00	20	\$ 135,000.00	\$ 135,000.00
21	\$ 355.00	\$ 355.00	21	\$ 610.00	\$ 610.00	21	\$ 1,110.00	\$ 1,110.00	21	\$ 40.00	\$ 40.00	21	\$ 600.00	\$ 600.00	21	\$ 135,000.00	\$ 135,000.00
22	\$ 355.00	\$ 355.00	22	\$ 610.00	\$ 610.00	22	\$ 1,110.00	\$ 1,110.00	22	\$ 40.00	\$ 40.00	22	\$ 600.00	\$ 600.00	22	\$ 135,000.00	\$ 135,000.00
23	\$ 355.00	\$ 355.00	23	\$ 610.00	\$ 610.00	23	\$ 1,110.00	\$ 1,110.00	23	\$ 40.00	\$ 40.00	23	\$ 600.00	\$ 600.00	23	\$ 135,000.00	\$ 135,000.00
24	\$ 355.00	\$ 355.00	24	\$ 610.00	\$ 610.00	24	\$ 1,110.00	\$ 1,110.00	24	\$ 40.00	\$ 40.00	24	\$ 600.00	\$ 600.00	24	\$ 135,000.00	\$ 135,000.00
25	\$ 355.00	\$ 355.00	25	\$ 610.00	\$ 610.00	25	\$ 1,110.00	\$ 1,110.00	25	\$ 40.00	\$ 40.00	25	\$ 600.00	\$ 600.00	25	\$ 135,000.00	\$ 135,000.00
26	\$ 355.00	\$ 355.00	26	\$ 610.00	\$ 610.00	26	\$ 1,110.00	\$ 1,110.00	26	\$ 40.00	\$ 40.00	26	\$ 600.00	\$ 600.00	26	\$ 135,000.00	\$ 135,000.00
27	\$ 355.00	\$ 355.00	27	\$ 610.00	\$ 610.00	27	\$ 1,110.00	\$ 1,110.00	27	\$ 40.00	\$ 40.00	27	\$ 600.00	\$ 600.00	27	\$ 135,000.00	\$ 135,000.00
28	\$ 355.00	\$ 355.00	28	\$ 610.00	\$ 610.00	28	\$ 1,110.00	\$ 1,110.00	28	\$ 40.00	\$ 40.00	28	\$ 600.00	\$ 600.00	28	\$ 135,000.00	\$ 135,000.00
29	\$ 355.00	\$ 355.00	29	\$ 610.00	\$ 610.00	29	\$ 1,110.00	\$ 1,110.00	29	\$ 40.00	\$ 40.00	29	\$ 600.00	\$ 600.00	29	\$ 135,000.00	\$ 135,000.00
30	\$ 355.00	\$ 355.00	30	\$ 610.00	\$ 610.00	30	\$ 1,110.00	\$ 1,110.00	30	\$ 40.00	\$ 40.00	30	\$ 600.00	\$ 600.00	30	\$ 135,000.00	\$ 135,000.00
31	\$ 355.00	\$ 355.00	31	\$ 610.00	\$ 610.00	31	\$ 1,110.00	\$ 1,110.00	31	\$ 40.00	\$ 40.00	31	\$ 600.00	\$ 600.00	31	\$ 135,000.00	\$ 135,000.00
32	\$ 355.00	\$ 355.00	32	\$ 610.00	\$ 610.00	32	\$ 1,110.00	\$ 1,110.00	32	\$ 40.00	\$ 40.00	32	\$ 600.00	\$ 600.00	32	\$ 135,000.00	\$ 135,000.00
33	\$ 355.00	\$ 355.00	33	\$ 610.00	\$ 610.00	33	\$ 1,110.00	\$ 1,110.00	33	\$ 40.00	\$ 40.00	33	\$ 600.00	\$ 600.00	33	\$ 135,000.00	\$ 135,000.00
34	\$ 355.00	\$ 355.00	34	\$ 610.00	\$ 610.00	34	\$ 1,110.00	\$ 1,110.00	34	\$ 40.00	\$ 40.00	34	\$ 600.00	\$ 600.00	34	\$ 135,000.00	\$ 135,000.00
35	\$ 355.00	\$ 355.00	35	\$ 610.00	\$ 610.00	35	\$ 1,110.00	\$ 1,110.00	35	\$ 40.00	\$ 40.00	35	\$ 600.00	\$ 600.00	35	\$ 135,000.00	\$ 135,000.00
36	\$ 355.00	\$ 355.00	36	\$ 610.00	\$ 610.00	36	\$ 1,110.00	\$ 1,110.00	36	\$ 40.00	\$ 40.00	36	\$ 600.00	\$ 600.00	36	\$ 135,000.00	\$ 135,000.00
37	\$ 355.00	\$ 355.00	37	\$ 610.00	\$ 610.00	37	\$ 1,110.00	\$ 1,110.00	37	\$ 40.00	\$ 40.00	37	\$ 600.00	\$ 600.00	37	\$ 135,000.00	\$ 135,000.00
38	\$ 355.00	\$ 355.00	38	\$ 610.00	\$ 610.00	38	\$ 1,110.00	\$ 1,110.00	38	\$ 40.00	\$ 40.00	38	\$ 600.00	\$ 600.00	38	\$ 135,000.00	\$ 135,000.00
39	\$ 355.00	\$ 355.00	39	\$ 610.00	\$ 610.00	39	\$ 1,110.00	\$ 1,110.00	39	\$ 40.00	\$ 40.00	39	\$ 600.00	\$ 600.00	39	\$ 135,000.00	\$ 135,000.00
40	\$ 355.00	\$ 355.00	40	\$ 610.00	\$ 610.00	40	\$ 1,110.00	\$ 1,110.00	40	\$ 40.00	\$ 40.00	40	\$ 600.00	\$ 600.00	40	\$ 135,000.00	\$ 135,000.00
41	\$ 355.00	\$ 355.00	41	\$ 610.00	\$ 610.00	41	\$ 1,110.00	\$ 1,110.00	41	\$ 40.00	\$ 40.00	41	\$ 600.00	\$ 600.00	41	\$ 135,000.00	\$ 135,000.00
42	\$ 355.00	\$ 355.00	42	\$ 610.00	\$ 610.00	42	\$ 1,110.00	\$ 1,110.00	42	\$ 40.00	\$ 40.00	42	\$ 600.00	\$ 600.00	42	\$ 135,000.00	\$ 135,000.00
43	\$ 355.00	\$ 355.00	43	\$ 610.00	\$ 610.00	43	\$ 1,110.00	\$ 1,110.00	43	\$ 40.00	\$ 40.00	43	\$ 600.00	\$ 600.00	43	\$ 135,000.00	\$ 135,000.00
44	\$ 355.00	\$ 355.00	44	\$ 610.00	\$ 610.00	44	\$ 1,110.00	\$ 1,110.00	44	\$ 40.00	\$ 40.00	44	\$ 600.00	\$ 600.00	44	\$ 135,000.00	\$ 135,000.00
45	\$ 355.00	\$ 355.00	45	\$ 610.00	\$ 610.00	45	\$ 1,110.00	\$ 1,110.00	45	\$ 40.00	\$ 40.00	45	\$ 600.00	\$ 600.00	45	\$ 135,000.00	\$ 135,000.00
46	\$ 355.00	\$ 355.00	46	\$ 610.00	\$ 610.00	46	\$ 1,110.00	\$ 1,110.00	46	\$ 40.00	\$ 40.00	46	\$ 600.00	\$ 600.00	46	\$ 135,000.00	\$ 135,000.00
47	\$ 355.00	\$ 355.00	47	\$ 610.00	\$ 610.00	47	\$ 1,110.00	\$ 1,110.00	47	\$ 40.00	\$ 40.00	47	\$ 600.00	\$ 600.00	47	\$ 135,000.00	\$ 135,000.00
48	\$ 355.00	\$ 355.00	48	\$ 610.00	\$ 610.00	48	\$ 1,110.00	\$ 1,110.00	48	\$ 40.00	\$ 40.00	48	\$ 600.00	\$ 600.00	48	\$ 135,000.00	\$ 135,000.00
49	\$ 355.00	\$ 355.00	49	\$ 610.00	\$ 610.00	49	\$ 1,110.00	\$ 1,110.00	49	\$ 40.00	\$ 40.00	49	\$ 600.00	\$ 600.00	49	\$ 135,000.00	\$ 135,000.00
50	\$ 355.00	\$ 355.00	50	\$ 610.00	\$ 610.00	50	\$ 1,110.00	\$ 1,110.00	50	\$ 40.00	\$ 40.00	50	\$ 600.00	\$ 600.00	50	\$ 135,000.00	\$ 135,000.00
51	\$ 355.00	\$ 355.00	51	\$ 610.00	\$ 610.00	51	\$ 1,110.00	\$ 1,110.00	51	\$ 40.00	\$ 40.00	51	\$ 600.00	\$ 600.00	51	\$ 135,000.00	\$ 135,000.00
52	\$ 355.00	\$ 355.00	52	\$ 610.00	\$ 610.00	52	\$ 1,110.00	\$ 1,110.00	52	\$ 40.00	\$ 40.00	52	\$ 600.00	\$ 600.00	52	\$ 135,000.00	\$ 135,000.00
53	\$ 355.00	\$ 355.00	53	\$ 610.00	\$ 610.00	53	\$ 1,110.00	\$ 1,110.00	53	\$ 40.00	\$ 40.00	53	\$ 600.00	\$ 600.00	53	\$ 135,000.00	\$ 135,000.00
54	\$ 355.00	\$ 355.00	54	\$ 610.00	\$ 610.00	54	\$ 1,110.00	\$ 1,110.00	54	\$ 40.00	\$ 40.00	54	\$ 600.00	\$ 600.00	54	\$ 135,000.00	\$ 135,000.00
55	\$ 355.00	\$ 355.00	55	\$ 610.00	\$ 610.00	55	\$ 1,110.00	\$ 1,110.00	55	\$ 40.00	\$ 40.00	55	\$ 600.00	\$ 600.00	55	\$ 135,000.00	\$ 135,000.00
56	\$ 355.00	\$ 355.00	56	\$ 610.00	\$ 610.00	56	\$ 1,110.00	\$ 1,110.00	56	\$ 40.00	\$ 40.00	56	\$ 600.00	\$ 600.00	56	\$ 135,000.00	\$ 135,000.00
57	\$ 355.00	\$ 355.00	57	\$ 610.00	\$ 610.00	57	\$ 1,110.00	\$ 1,110.00	57	\$ 40.00	\$ 40.00	57	\$ 600.00	\$ 600.00	57	\$ 135,000.00	\$ 135,000.00
58	\$ 355.00	\$ 355.00	58	\$ 610.00	\$ 610.00	58	\$ 1,110.00	\$ 1,110.00	58	\$ 40.00	\$ 40.00	58	\$ 600.00	\$ 600.00	58	\$ 135,000.00	\$ 135,000.00
59	\$ 355.00	\$ 355.00	59	\$ 610.00	\$ 610.00	59	\$ 1,110.00	\$ 1,110.00	59	\$ 40.00	\$ 40.00	59	\$ 600.00	\$ 600.00	59	\$ 135,000.00	\$ 135,000.00
60	\$ 355.00	\$ 355.00	60	\$ 610.00	\$ 610.00	60	\$ 1,110.00	\$ 1,110.00	60	\$ 40.00	\$ 40.00	60	\$ 600.00	\$ 600.00	60	\$ 135,000.00	\$ 135,000.00
61	\$ 355.00	\$ 355.00	61	\$ 610.00	\$ 610.00	61	\$ 1,110.00	\$ 1,110.00	61	\$ 40.00	\$ 40.00	61	\$ 600.00	\$ 600.00	61	\$ 135,000.00	\$ 135,000.00
62	\$ 355.00	\$ 355.00	62</														

\* Eight of those receive \$6.00 per day. + Fifty-four of those receive \$9.00 per day. † Thirty-one of those receive \$8.00 per day. § Twenty-five of those receive \$4.00 per day. || Forty-two of those receive \$7.00 per day. ¶ Forty-one of those receive \$5.00 per day. \*\* Forty-one of those receive \$6.00 per day. \*\*\* Forty-one of those receive \$5.00 per day. \*\*\*\* Forty-one of those receive \$5.00 per day. \*\*\*\*\* Forty-one of those receive \$5.00 per day. \*\*\*\*



## REPORT OF RAILROAD COMMISSIONERS.

CHAPTER XIV—EMPLOYEES AND SALARIES—CONTINUED.

[illegible]

Total	4,516	43,353,318.9	3,107	43,353,318.91
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TABLE XLVI—EMPLOYERS AND SALARIES—Continued

[illegible]

## REPORT OF RAILROAD COMMISSIONERS

TABLE XLVII—EMPLOYES AND SALARIES—ENTIRE LINE—CONTINUED.

RAILROADS.			ALL OTHERS EMPLOYED BY RAILROADS.			TOTALS, INCLUDING GENERAL OFFICERS.			TOTALS, INCLUDING GENERAL OFFICERS.			DISTRIBUTION OF SAME.					
Number.	Total compensation.	Per cent.	Number.	Total compensation.	Per cent.	Number.	Total compensation.	Per cent.	Number.	Total compensation.	Per cent.	General administrative.	Maintenance of way and structures.	Maintenance of equipment.	Conducting transportation.		
1	3,615	1.16	29	11,349.01	1.36	4	7,540.00	1.30	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
2	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
3	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
4	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
5	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
6	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
7	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
8	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
9	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
10	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
11	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
12	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
13	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
14	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
15	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
16	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
17	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
18	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
19	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
20	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
21	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
22	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
23	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
24	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
25	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
26	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
27	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
28	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
29	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
30	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
31	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
32	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
33	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
34	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
35	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
36	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
37	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
38	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
39	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
40	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
41	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
42	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
43	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
44	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
45	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
46	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
47	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
48	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
49	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
50	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
51	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
52	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
53	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
54	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
55	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
56	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
57	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
58	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
59	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
60	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
61	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
62	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
63	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
64	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1	111,960.34	1.70	5	9,307.76	1,588,796.67	1,700,000.00	1,700,000.00	
65	2,753.22	1.14	4	3,000.00	1.36	1	3,000.00	1.36	1</								

a July 1st to October 11, 1991. b November 1, 1994, to June 30, 1995.

COMPILATION OF RETURNS

TABLE XLVIII--BRIDGES, CULVERTS, CATTLE GUARDS, ETC., IN IOWA.

CITY OR TOWNSHIP	OVER 100 FEET		FROM 50 TO 100 FEET		FROM 20 TO 50 FEET		FROM 10 TO 20 FEET		FROM 5 TO 10 FEET		FROM 2 TO 5 FEET		FROM 1 TO 2 FEET		FROM 1/2 TO 1 FEET		FROM 1/4 TO 1/2 FEET		FROM 1/8 TO 1/4 FEET		FROM 1/16 TO 1/8 FEET		FROM 1/32 TO 1/16 FEET		FROM 1/64 TO 1/32 FEET		FROM 1/128 TO 1/64 FEET		FROM 1/256 TO 1/128 FEET		FROM 1/512 TO 1/256 FEET		FROM 1/1024 TO 1/512 FEET		FROM 1/2048 TO 1/1024 FEET		FROM 1/4096 TO 1/2048 FEET		FROM 1/8192 TO 1/4096 FEET		FROM 1/16384 TO 1/8192 FEET		FROM 1/32768 TO 1/16384 FEET		FROM 1/65536 TO 1/32768 FEET		FROM 1/131072 TO 1/65536 FEET		FROM 1/262144 TO 1/131072 FEET		FROM 1/524288 TO 1/262144 FEET		FROM 1/1048576 TO 1/524288 FEET		FROM 1/2097152 TO 1/1048576 FEET		FROM 1/4194304 TO 1/2097152 FEET		FROM 1/8388608 TO 1/4194304 FEET		FROM 1/16777216 TO 1/8388608 FEET		FROM 1/33554432 TO 1/16777216 FEET		FROM 1/67108864 TO 1/33554432 FEET		FROM 1/134217728 TO 1/67108864 FEET		FROM 1/268435456 TO 1/134217728 FEET		FROM 1/536870912 TO 1/268435456 FEET		FROM 1/1073741824 TO 1/536870912 FEET		FROM 1/2147483648 TO 1/1073741824 FEET		FROM 1/4294967296 TO 1/2147483648 FEET		FROM 1/8589934592 TO 1/4294967296 FEET		FROM 1/17179869184 TO 1/8589934592 FEET		FROM 1/34359738368 TO 1/17179869184 FEET		FROM 1/68719476736 TO 1/34359738368 FEET		FROM 1/137438953472 TO 1/68719476736 FEET		FROM 1/274877906944 TO 1/137438953472 FEET		FROM 1/549755813888 TO 1/274877906944 FEET		FROM 1/1099511627776 TO 1/549755813888 FEET		FROM 1/2199023255552 TO 1/1099511627776 FEET		FROM 1/4398046511104 TO 1/2199023255552 FEET		FROM 1/8796093022208 TO 1/4398046511104 FEET		FROM 1/17592186044416 TO 1/8796093022208 FEET		FROM 1/35184372088832 TO 1/17592186044416 FEET		FROM 1/70368744177664 TO 1/35184372088832 FEET		FROM 1/140737488355328 TO 1/70368744177664 FEET		FROM 1/281474976710656 TO 1/140737488355328 FEET		FROM 1/562949953421312 TO 1/281474976710656 FEET		FROM 1/1125899906842624 TO 1/562949953421312 FEET		FROM 1/2251799813685248 TO 1/1125899906842624 FEET		FROM 1/4503599627370496 TO 1/2251799813685248 FEET		FROM 1/9007199254740992 TO 1/4503599627370496 FEET		FROM 1/18014398509481984 TO 1/9007199254740992 FEET		FROM 1/36028797018963968 TO 1/18014398509481984 FEET		FROM 1/72057594037927936 TO 1/36028797018963968 FEET		FROM 1/144115188075855872 TO 1/72057594037927936 FEET		FROM 1/288230376151711744 TO 1/144115188075855872 FEET		FROM 1/576460752303423488 TO 1/288230376151711744 FEET		FROM 1/1152921504606846976 TO 1/576460752303423488 FEET		FROM 1/2305843009213693952 TO 1/1152921504606846976 FEET		FROM 1/4611686018427387904 TO 1/2305843009213693952 FEET		FROM 1/9223372036854775808 TO 1/4611686018427387904 FEET		FROM 1/18446744073709551616 TO 1/9223372036854775808 FEET		FROM 1/36893488147419103232 TO 1/18446744073709551616 FEET		FROM 1/73786976294838206464 TO 1/36893488147419103232 FEET		FROM 1/147573952589676412928 TO 1/73786976294838206464 FEET		FROM 1/295147905179352825856 TO 1/147573952589676412928 FEET		FROM 1/590295810358705651712 TO 1/295147905179352825856 FEET		FROM 1/1180591620717411303424 TO 1/590295810358705651712 FEET		FROM 1/2361183241434822606848 TO 1/1180591620717411303424 FEET		FROM 1/4722366482869645213696 TO 1/2361183241434822606848 FEET		FROM 1/9444732965739290427392 TO 1/4722366482869645213696 FEET		FROM 1/18889465931478580854784 TO 1/9444732965739290427392 FEET		FROM 1/37778931862957161709568 TO 1/18889465931478580854784 FEET		FROM 1/75557863725914323419136 TO 1/37778931862957161709568 FEET		FROM 1/151115727451828646838272 TO 1/75557863725914323419136 FEET		FROM 1/302231454903657293676544 TO 1/151115727451828646838272 FEET		FROM 1/604462909807314587353088 TO 1/302231454903657293676544 FEET		FROM 1/1208925819614629174706176 TO 1/604462909807314587353088 FEET		FROM 1/2417851639229258349412352 TO 1/1208925819614629174706176 FEET		FROM 1/4835703278458516698824704 TO 1/2417851639229258349412352 FEET		FROM 1/9671406556917033397649408 TO 1/4835703278458516698824704 FEET		FROM 1/19342813113834066795298816 TO 1/9671406556917033397649408 FEET		FROM 1/38685626227668133590597632 TO 1/19342813113834066795298816 FEET		FROM 1/77371252455336267181195264 TO 1/38685626227668133590597632 FEET</	
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TABLE LIU—PASSENGER TRAFFIC, ETC.

RAILROADS.	NUMBER OF PASSENGERS CARRIED.				Average distance carried.	Average amount received from each passenger.	FAIR PER MILE—CENTS.			Cost of carrying each passenger one mile.
	Through.	Local.	Total.	Carried one mile.			Highest.	Lowest.	Average.	
Ames & College	78,417		78,417	156,716	1.98	\$ .05	.02 32	.02 32	.02 32	.02 32
Atlin & Centerville	195	8,203	8,398		.19	.32	.03 00	.01 50	.02 78	.03 52
Boone Valley										
Burlington, Ordway Rapids & Northern	138,467	698,739	744,946	1,416,435	42.7	1.10	.02 30	.02 00	.02 02	.02 14
Chicago, Burlington & Quincy			5,190,729	23,045,944	4.50	.50	.00 00			.02 18
Chicago, Burlington & Kansas City			126,067	2,600,650	21.42	.61				.02 30
Kansas City, St. Jo. & Council Bluffs			469,137	20,154,285	41.29	1.05				.02 36
St. Louis, Keokuk & Northwestern			456,911	18,525,439	39.77	.82				.02 33
Chicago, Ft. Madison & Des Moines			29,486	545,700	18.50	.52	.05 00	.01 00	.02 30	
Chicago, Iowa & Dakota										
Chicago Great Western	170,187	7,035,112	1,147,170	24,235,688	33.75	.81	.05 00	.01 50	.02 40	
Chicago, Milwaukee & St. Paul	188,655	4,279,984	4,569,529	11,151,915	41.81	.89				.02 14
Chicago, Rock Island & Pacific	292,333	14,771,525	15,063,858	36,992,297	29.63	.47	.04 00	.01 00	.02 08	.02 04
Chicago & North Western			1,478,818	65,804,970	44.64	1.13				.02 53
Chicago, St. Paul, Minneapolis & O.										
St. Louis City & Pacific	68,428	125,275	193,703	3,273,168	37.54	.98	.03 00	.02 00	.02 61	.02 32
Chicago, Santa Fe & California	20,522	544,965	569,917	12,641,862	37.38	.78	.03 00	.02 00	.02 64	.03 53
Crooked Creek										
Des Moines Northern & Western	3,865	133,374	141,150	4,245,252	30.00	.63	.03 00		.02 51	
Dubuque & Sioux City	31,630	519,835	551,465	22,682,623	40.60	1.02	.03 00	.02 00	.02 51	
Des Moines Union										
Hannibal & Shenandoah			37,917	1,817,610	47.99	.81	.05 50	.01 50	.02 75	
Iowa Central	35,380	462,138	497,498	11,842,757	31.80	.59	.01 00	.02 50	.02 47	.02 15
Iowa Northern		12,511	12,511	41,033	3.33	.12	.03 37	.00 37	.03 37	
Keokuk & Western			165,310	3,010,000	20.92	.63	.02 00	.01 00	.02 00	.03 00
Mason City & Ft. Dodge	13,136	43,284	56,420	1,777,462	20.60	.56	.04 00	.02 00	.02 69	.03 00
Minneapolis & St. Louis	1,019		2,078,783	9,554,903	30.00	.68			.02 58	
Mississippi River R. R. & T. Bridge Co.	1,019		298,831	5,937,206	30.00	.70			.01 37	
Omaha & St. Louis	6,995	36,923	37,917	1,538,187	41.00	1.20	.05 50	.01 50	.02 59	.03 78
Prairie du Chien & McGregor										
Sioux City & Northern	4,158	36,531	24,361	87,895	21.89	1.08	.05 00	.02 00	.02 49	.06 00
Tabor & Northern	7,209		7,209	58,080	8.00	.33	.04 00	.02 00	.03 70	
Union Pacific										
Wabash			3,404,771	130,417,829	41.00	.88			.02 14	.01 07
Winona & Southern										
NARROW GAUGE ROADS.										
Burlington & Northwestern										
Burlington & Northwestern										
Des Moines & Kansas City			55,196	1,913,267	34.66	.86	.03 00	.01 05	.02 53	
Total	1,065,438	28,702,733	44,872,041	1,411,793,956						

\* East of Missouri River. † From July 1 to October 31, 1894. ‡ From November 1, 1894 to June 30, 1895.

TABLE LIV—FREIGHT TRAFFIC.

RAILROADS.	TONS OF FREIGHT CARRIED.			Average distance haul of one ton—miles.	TONS CARRIED ONE MILE.			AVERAGE RATE PER TON PER MILE.			Average cost per ton to move freight—cents.	Average cost per ton to move freight—cents in U.S.
	Through.	Local.	Total.		Through.	Local.	Total.	Through.	Local.	All freight.		
Ames & College	120,980	354	171,354	18	3,000,301	6,547	3,006,848	3,005,925	3,0128	3,00700	3,0128	3,00745
Atlin & Centerville												
Boone Valley												
Burlington, Ordway Rapids & N.	1,076,501	400,046	1,546,627	140.307	162,344,885	58,704,230	216,749,135	0.1181	0.1410	0.1295	0.0856	30.32
Chicago, Burlington & Quincy			9,409,145	185				1,072,474,411			0.0777	
Chicago, Burlington & R. C.			314,704	71.32				18,753,381			0.0126	
Kansas City, St. Jo. & C. R.			394,884	28.15				25,400,818			0.0143	
St. L., Keokuk & N. Western			788,703	706.42				897,322,718			0.0144	
Chicago, Ft. Madison & D. M.			34,632	33				1,207,772			0.0067	
Chicago, Iowa & Dakota												
Chicago Great Western			1,147.70	79,025,195	236,238,191	812,159,136						
Chicago, Milwaukee & St. Paul	2,323,780	8,182,190	10,505,970	10.5	420,107,420	1,306,138,102	1,726,245,522	.00743	.01106	.00929	.0173	
Chicago, Rock Island & Pac.			14,003,959	122	580,022,542	1,127,708,801	991,670,872	.0092	.0125	.0114	.00967	33.58
Chicago & North Western	2,961,813	11,072,146	14,033,959	142.74				1,717,816,427			0.0179	
Chicago, St. Paul, M. & D.			1,791,597	208.41	13,306,737	739,667	14,136,799	.0120	.0200	.0151	.00967	6.34
St. Louis City & Pacific	287,577	22,253	310,830	12.5				335,941,677			0.0442	0.0436
Chicago, Santa Fe & Cal.												
Crooked Creek												
Des Moines Northern & W.	133,425	27.10	133,452	49	4,493,495	2,919,702	7,413,197	.0086	.00770	.00815	.00745	
Dubuque & Sioux City	36,520	67,500	104,020	120.97	8,531,800	87,711,608	96,063,408	.0107	.01202	.01136	.0107	
Hannibal & Shenandoah												
Iowa Central	573,873	571,816	1,145,689	112	71,507,813	37,317,817	108,825,630	.00925	.01078	.00994	.00841	100
Iowa Northern		129,780	129,780	4				553,170		.0200	.0200	
Keokuk & Western			304,126	61.4				15,919,256			0.0145	
Mason City & Ft. Dodge			116,629	29				3,043,237			0.0073	
Minneapolis & St. Louis	1,019		411,871	90				38,149,195			0.0122	
Mississippi River R. & T. Bridge Co.			704,771	30				63,641,262			0.0120	
Omaha & St. Louis			117,956	56.51				6,008,350			0.0107	
Prairie du Chien & McGregor												
Sioux City & Northern	30,277	42,680	72,957	34.971	4,019,130	2,491,123	6,510,253	.0102	.01416	.01218	.01236	
Tabor & Northern	58,096		58,096	8.79	51,606		51,606	.0128			.0128	
Union Pacific												
Wabash			8,811,507	169.4				1,100,875,382			.0171	.00907
Winona & Southern			14,220								.0175	
NARROW GAUGE ROADS.												
Burlington & Northwestern			32,630									
Burlington & Northwestern			31,516									
Burlington & Western			21,073	42								
Des Moines & Kansas City												
Total	3,794,864	21,125,279	36,920,143		1,292,943,558	8,537,415	9,830,363,573					

a July 1 to October 31, 1894. b November 1, 1894, to June 30, 1895.

## REPORT OF RAILROAD COMMISSIONERS.

TABLE LV-CAR MILEAGE.

RAILROADS.	MILES RUN.		BY LOAD OF FREIGHT CARS.		BY EMPTY FREIGHT CARS.		Total freight car mileage.		PERCENTAGE OF EMPLOYMENT IN FREIGHT CARS RAILD.		SPEED OF TRAINS IN IOWA.	
	East and south.	West and north.	East and south.	West and north.	East and south.	West and north.	East and south.	West and north.	East and south.	West and north.	Passenger.	Freight.
Atmos & College	18,461	148,655	125,165	2,963	505,177	87.16	1.90	24	10			
Atmos & Centerville	17,000	11,844,395	3,551,445	3,521,988	31,558,146	45.73	1.15	15	15			
Boone Valley, Iowa & Northern	861,400,502	996,618	38,250	133,253	230,144,849	45.73	1.15	30	15			
Chicago, Burlington & Quincy	996,618	38,250	133,253	133,253	2,661,095	45.73	1.15	30	15			
Chicago, Rock Island & Pacific	996,618	38,250	133,253	133,253	2,661,095	45.73	1.15	30	15			
Chicago, St. Louis & Northern	4,544,634	4,544,635	1,845,201	1,845,201	10,100,080	45.73	1.15	30	15			
Chicago, St. Louis & Northwestern	7,720	9,910	2,045	4,773	23,064	45.73	1.15	30	15			
Chicago, Iowa & Dakota	66,597,731	85,581,496	34,501,673	43,053,220	377,541,150	45.73	1.15	30	15			
Chicago, Milwaukee & St. Paul	54,908,394	59,291,460	30,958,495	34,571,851	314,871,851	45.73	1.15	30	15			
Chicago, Rock Island & Pacific	996,618	38,250	133,253	133,253	2,661,095	45.73	1.15	30	15			
Chicago, St. Louis & Northern	20,694,465	4,544,635	1,845,201	1,845,201	40,469,853	45.73	1.15	30	15			
Chicago, St. Paul, Minneapolis & O	72,921,961	692,498	421,555	498,251	4,498,251	45.73	1.15	30	15			
St. Louis City & Pacific	17,617,649	17,617,649	6,241,764	7,693,559	40,469,853	45.73	1.15	30	15			
St. Louis & Santa Fe & California	505,752	203,547	188,312	63,974	815,455	45.73	1.15	30	15			
Des Moines Northern & Western.	5,376,767	6,674,197	2,909,974	1,817,105	16,794,623	45.73	1.15	30	15			
Des Moines & Sioux City	145,447	282,713	150,530	66,266	698,423	45.73	1.15	30	15			
Hannibal & St. Louis	3,315,590	6,303,111	3,652,039	1,103,702	15,195,690	45.73	1.15	30	15			
Iowa Central	3,315,590	6,303,111	3,652,039	1,103,702	15,195,690	45.73	1.15	30	15			
Kennett & Western	358,241	758,375	413,266	477,367	2,066,728	45.73	1.15	30	15			
Keosauqua City & Ft. Dodge	101,435	198,000	42,154	62,850	404,458	45.73	1.15	30	15			
Minneapolis & St. Louis	1,068,140	1,068,140	421,555	498,251	4,498,251	45.73	1.15	30	15			
Mississippi River R. & T. Bridge Co.	2,051,243	2,051,243	1,068,140	1,068,140	4,498,251	45.73	1.15	30	15			
Omaha & St. Louis	2,051,243	2,051,243	1,068,140	1,068,140	4,498,251	45.73	1.15	30	15			
Omaha & St. Louis & North	17,539	370,553	28,251	3,015	851,275	45.73	1.15	30	15			
St. Louis City & Northern	41,904,491	41,904,491	20,033,735	20,033,735	101,117,115	45.73	1.15	30	15			
St. Louis & Pacific	41,904,491	41,904,491	20,033,735	20,033,735	101,117,115	45.73	1.15	30	15			
Union Pacific	41,904,491	41,904,491	20,033,735	20,033,735	101,117,115	45.73	1.15	30	15			
Winona & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern	198,559	155,653	47,185	73,341	389,029	45.73	1.15	30	15			
Windsor & Southern												

a July 1st to October 31, 1994. b November 1st to June 30, 1995.

COMPILATION OF RETURNS

TABLE LVI—TONNAGE—ENTIRE LINE

[illegible]



## REPORT OF RAILROAD COMMISSIONERS

TABLE LVII—TONNAGE—ENTIRE LINE—CONTINUED.

[illegible]

a July 1, to October 31, 1994. b November 1, 1994, to June 30, 1995.

TABLE LVIII—TONNAGE—ENTIRE LINE—CONTINUED

[illegible]

TABLE LIX--TONNAGE--ENTIRE LINE--CONTINUED.

RAILROADS.		MANUFACTURES—CONTINUED.						
Agricul- tural implements.	Wagons, carriages, tools, etc.	Wines, liquors, beer.	Household furniture.	Merchandise.	Miscellaneous.	Total value, en- tire line.	Original- ing on this road.	Received from other roads.
35,227	27,319		16,455	100,626	153,409	1,585,677	806,165	699,437
7	61	288	178	270	4,302	36,622	26,162	10,466
2,545	2,764	7,737	4,698	78,093	43,444	1,147,179		1,335,867
70,185	22,600	211,867	41,561	730,449	734,199	10,475,848	1,320,673	
38,865	23,577	31,105	42,608	343,699	27,369	5,008,175		
11,746	17,672	19,723	15,725	158,346	344,281	7,713,411	11,222,321	
2,000	2,667	1,811	3,379	19,021	1,313	300,832	128,644	181,188
2,669	4,268	24,440	23,174	146,784	43,147	1,236,367	11,581	74,007
1,040	97	2,331	219	96,840	285	187,616	114,581	
2,816	1,726	4,672	4,631	31,182	79,618	696,429	341,845	324,462
4,131	1,867	5,363	5,843	50,313	4,493	67,261	441,541	
626	320	1,578	1,840	13,311	174,531	770,147	704,831	20,645
1,223	546	2,303	2,614	3,979	116,029	1,411,721	128,768	173,769
1,840	1,150	1,134	1,134	2,394	12,239	628,672	628,672	12,750
		3,380	3,380	4,584	749,757	1,055,719		
679	309	161		22,300	153,793	36,213	117,448	
881	117	1,246	218	1,180	71,281	47,286		
					2,619	5,866	3,857	3,136
9,261	8,817	27,752	14,940	421,077	801,609	5,811,537	96,837	17,496
164	847	555	2,884	3,697	2,867	96,837	78,428	
101	202,469	5,533	260,313	3,292,520	9,798	16,069	16,069	4,977
540,221						96,115	28,275,125	5,433,440
Total.								

a July 1, to October 31, 1994. b November 1, 1994, to June 30, 1995.

TABLE LX—TONNAGE—STATE OF IOWA.

RAILROADS.		PRODUCTS OF AGRICULTURE.										PRODUCTS OF ANIMALS.									
		Grain.	Flour.	Other mill products.	Hay.	Tobacco.	Cotton.	Wool and vegetable oils.	Grass seed.	Broom corn.	Butter, lard and cheese.	Live stock.	Dressed meat.	Other goods.	Poultry.	Wool.	Hides and leather.				
Ames & College.	1,710																				
Boone Valley.	270	109,469	14,402	32,754	314			28,419	19,841	10,930	165,730	127									
Burl., Cedar Rapids & Northern.	1,710																				
Chicago, Burlington & Quincy.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Burlington & Northern.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Great Western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434	103,441	14,021	5,775	170			33,524	27,864	14,671	174,912	127		17,440	1,796	1,532	9,181				
Chicago, Iowa & North-western.	188,729	157,387	24,984	8,834	70			13,353	31,578	1,217	4,329	4,969	114	209	608	37	53				
Chicago, Iowa & North-western.	43,434																				

July 1 to October 31, 1894.	Nov. 1, 1894, to June 30, 1895.
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TABLE LXI—TONNAGE—STATE OF IOWA—CONTINUED.

RAILROADS.	PRODUCT OF MINES.					PRODUCTS OF FORESTS.					MANUFACTURES.				
	Anthracite coal.	Bituminous coal.	Coke.	Ores.	Stone, sand and other like products.	Salt.	Lumber.	Ties, logs and cord wood.	Telegraph poles and other light poles.	Petroleum and other oils.	Sugar.	Iron and steel blooms.	Iron and steel rails.	Other castings and machinery.	Bar and sheet metal.
Ames & Centerville.	76	165,102	34			15	451							87	
Boone Valley.		251,418					195,556								
Chi. & Cent. Ry. & Q.															
Chi. & Burlington.															
Chi. & R. & C.															
Chi. & St. Jo. & C.															
St. Louis & N.W.															
Chi. Ft. Mad. & D.M.	36	20			2,119	670	4,317							3,521	1,496
Chi. Iowa & Dakota.															
Chi. Great Western.	37,700	29,443	1,076	5,794	5,864	6,173	77,052	11,150		18,730	18,190	336	6,205	3,794	5,543
Chi. Mil. & St. Paul.	101,792	249,052	44,880	50,867	86,421	14,500	301,340	194,582		43,012	14,255	55,259	7,480	10,975	5,753
Chi. Rock I. & Pac.															
Chi. & North-West'n	4,883	491,967	378	98	30,604	1,065	122,099	10,108		7,125	6,110	3,835	1,458	4,709	2,837
Chi. St. P. M. & O.	1,061	11,450	129		1,345		2,159			1,342	2,275	74	87	427	19
St. Louis City & Pac.	5,975	21,119	174	93	3,860	1,770	2,155	7,728		2,440	2,626	134	316	867	289
Chi. Santa Fe & Cal.		83, 83		55,280	708	3,108	55, 54			18,888	1,300	2,929	741	7,911	13,741
Crooked Creek.		181		1,287	5,660		23		77					29	26
Des Moines N. & W.	1,031	58,797	877		3,767	1,472	21,023		191	1,202	1,862				
Dubuque & Sioux City.	29,203	112,913	830		14,945	8,005	74,432			9,556	6,567	985	101	7,012	4,566
Des Moines Union.															
Hames' & Shen'd'h		35, 195			1, 134		3,557	828		273					
Iowa Central.	11,816	694,478	1,125		23,160	2,930	51,053			5,875	3,926	205	4,900	1,770	
Iowa Northern.		128,280												640	
Kearney & Western.	1,200	77, 710	120		4,702	219	12,369	3,195					118		
Mason City & Ft. D.	1,816	60, 208			3,400	358	6, 382	843							
Min. & St. Louis.	2,035	14, 930	18		56		25, 100	270		209				305	
Miss R.R. & T. & C.	3,969	21, 100		479	1, 858		10, 854	805		71			13	975	116
Omaha & St. Louis.	645	45, 338	9, 808		671	355	4, 190	2, 515		2, 820	445			3, 202	
Prairie du Ch. & M. & C.										1, 100	107	444		1, 367	10
Sioux City & North'n	5,916	18, 583	325	217	3, 253	510	12, 512	45							
Tabor & Northern.															
Union Pacific.															
Wabash.	3, 875	38, 953	704		3, 124		7, 667	2, 652		1, 657	807	301	178	844	
Winona & S.W.	563	2, 231			82		726			45	49			46	
NARROW GAUGE R.R.S.															
Burlington & N.W.															
Burl. & Western.															
Burl. & Kan. City.	296	1, 432			358	306	1, 818	617	232	293		29		11	
Total.	815, 427	2, 582, 207	50, 854	112, 069	758, 099	41, 874	1, 065, 978	585, 419	300	116, 425	62, 625	64, 700	21, 002	47, 553	31, 415

\* Paper. a July 1 to October 31, 1894. b November 1, 1894, to June 30, 1895.

TABLE LXII—TONNAGE—STATE OF IOWA—CONTINUED.

RAILROADS.	MANUFACTURES.										
	Amount and time.	Brick and tile.	'Grit' implements.	Wagons, carriages, tools, etc.	Wines, liquors and beer.	Houses' hold and furniture.	Mechanics.	Miscellaneous.	Total tonnage Iowa.	Original shipped on this road.	Received from other roads.
Ames & College.											
Albia & Centerville.											
Boon Valley.	100										
Chi. & Cent. Ry. & N.											
Chicago, Burlington & Kan. City.	22,510	58,278	35,120	27,519		16,334	100,480	12,007	1,520,016	1,208,045	311,971
Chi. & St. Jo. & C.											
St. Louis & N.W.											
Chicago, Ft. Madison & D. & M.	105	210	78	61			778	870	4,503	36,632	36,166
Chicago & Great Western.											
Chicago, Milwaukee & St. Paul.	88,864	10,383	7,294	2,277	4,447	8,551	64,000	31,922	856,087	6,262,618	336,607
Chicago, Rock Island & Pacific.			17,516	5,608	20,907	10,269	187,011	194,609	2,015,060	1,728,384	286,676
Chi. Rock & North-Western.											
Chicago, St. Paul, Minneapolis & O.	10,615	20,656	9,131	6,785	3,499	30,840	38,879	21,205	1,728,384	1,256,841	471,543
Chicago, St. P. & Pacific.	2,937	1,048	1,048	1,95	1,125	2,279	21,679	9,100	141,301	111,887	29,414
Chicago, St. P. & C. & California.											
Crooked Creek.											
Des Moines Northern & Western.	21	4,070									
Dubuque & Sioux City.	28,267		1,040	27	2,331	2,192	20,819	2,6	187,610	117,261	70,349
Des Moines Union.											
Humes' on & Shenandoah.	1,744										
Iowa Central.	7,961	149	2,616	1,120	4,673	4,612	21,029	79,000	674,736	300,234	374,502
Iowa Northern.											
Kearney & Western.											
Mason City & Fort Dodge.											
Minneapolis & St. Louis.	18	4,425									
Missouri, Ft. River R. & T. & C.	10	24,023	307	145	307	2,008	2,614	2,979	135,667	142,082	10,585
Omaha & St. Louis.				540	318	1,069	7,717	1,551	110,621	85,018	25,603
Prairie du Chien & M. & C.											
Sioux City & Northern.											
Tabor & Northern.											
Wabash.	510	1,054	796	110	3,369				117,980	15,771	102,209
Winona & Southwest.											
NARROW GAUGE R.R.S.											
Burlington & Northwest.											
Burlington & N. W.											
Burl. & Kan. City.											
Total.	214,212	120,176	69,887	53,454	91,393	81,025	731,901	105,120	13,707,500	6,886,472	2,540,896

a July 1 to October 31, 1894. b November 1, 1894, to June 30, 1895. c Proportional.

a July 1 to October 31, 1894. b November 1, 1894, to June 30, 1895. c Proportional.

TABLE LXIII—CONSUMPTION OF FUEL BY LOCOMOTIVES.

RAILROADS.	ENTIRE LINE.				STATE OF IOWA.			
	Tons of bituminous coal.	Cords of wood.	Miles run.	Average pounds per mile.	Average price of fuel.	Tons of bituminous coal.	Cords of wood.	Average price of fuel.
Amana & College	112,523	1,753	2,751,469	65.15	\$ 1.45	134,087	1,664	\$ 1.45
Boone Valley	1,015,253	17,461	25,881,604	80.55	1.35			
Chicago, Burlington & Quincy	15,222	1,121	417,751	74.03	1.35			
Chicago & North Western	49,284	425	1,435,953	61.97	1.46			
Chicago, Rock Island & North Western	2,252	28	9,451	56.99	1.45			
Chicago, St. Paul & Northern Pacific	187,123	3,169	3,622,843	101.74	1.55			
Chicago, St. Paul & Northern Pacific	99,726	29,242	2,535,345	76.8	1.84			
Chicago, St. Paul & Northern Pacific	55,128	14,794	1,737,273	64.57	1.84			
Chicago, St. Paul & Northern Pacific	1,517.2	4,631	6,130,065	76.38	2.75			
Chicago, St. Paul & Northern Pacific	15,303	613	41,278	75.01	2.39			
Chicago, St. Paul & Northern Pacific	21,750	6,302	4,650,000	106.55	1.80			
Chicago, St. Paul & Northern Pacific	4,250	100	138,441	87.27	2.00			
Chicago, St. Paul & Northern Pacific	2,223	2,223	17,551	50.6	1.52			
Chicago, St. Paul & Northern Pacific	5,539	2,251	1,095,842	89.44	1.75			
Chicago, St. Paul & Northern Pacific	75,844	2,251	1,095,842	91.42	1.10			
Chicago, St. Paul & Northern Pacific	15,500	251	372,182	82.31	1.15			
Chicago, St. Paul & Northern Pacific	27,178	41	1,460,000	10.18	1.70			
Chicago, St. Paul & Northern Pacific	32,525	774	1,600,000	61.75	2.50			
Chicago, St. Paul & Northern Pacific	15,981	210	2,743	66.14	2.00			
Chicago, St. Paul & Northern Pacific	153,145	25	86	87.80	3.77			
Chicago, St. Paul & Northern Pacific	11,451	12,451			469			
Chicago, St. Paul & Northern Pacific	165,881				1,088			
Chicago, St. Paul & Northern Pacific	35,013	167	165,881		20,514			
Chicago, St. Paul & Northern Pacific	1,272	15	37,915	67.64	1.62			
Chicago, St. Paul & Northern Pacific	3,325	80	120,113	100.60	5.25			
Chicago, St. Paul & Northern Pacific	4,513	87	141,022		4,587			
Chicago, St. Paul & Northern Pacific	4,901,091	112,188	127,802,025	100.60	1.45			
Total						1,145,520	33,305	28,093.171

a July 1st to October 31, 1904. b November 1, 1904, to June 30, 1905.

TABLE LXIV—TONNAGE CROSSING MISSISSIPPI AND MISSOURI RIVER BRIDGES, YEAR ENDING JUNE 30, 1905.

RAILROADS.	MISSISSIPPI RIVER TONNAGE.				MISSOURI RIVER—TONNAGE.			
	Location of bridge.	East bound.	West bound.	Total.	Location of bridge.	East bound.	West bound.	Total.
Burlington, Cedar Rapids & Northern.	Davenport.	None.	83,320	83,320	Noblesville City.	27,354	28,770	56,124
Chicago, Burlington & Quincy.	Burlington.	848,574	137,020	985,594	Plattsburgh mts.	186,540	45,210	231,750
Chicago, Milwaukee & St. Paul.	McGregor.	233,770	100,430	334,200	Omaha.	104,112	94,27	198,389
Chicago, St. Paul & Northern Pacific.	Clinton.	74,319	1,253,541	1,327,860	Omaha.	No tons.		
Chicago Great Western.	Davenport.	87,550	89,314	176,864	St. Louis City.	71,20	105,520	176,720
Chicago, St. Paul, Minneapolis & Omaha.	Davenport.	428,325	35,152	463,477				
Dubuque & Sioux City.	Fort Madison.	324,45	256,425	580,875				
Iowa City & Pacific.	Fort Madison.	128,250	256,425	384,675				
Sioux City & Pacific.	Sioux City.	114,173	129,953	244,126				
Union Pacific.	Sioux City.	1,057	14,104	15,161				
Toledo, Peoria & Western.	Burlington.	8,572	84,953	93,525				
Total	Kos-kuk.	35,250	14,104	49,354				
		4,405,771	3,702,219	8,107,990				





# CONDENSED RETURNS OF RAILWAY COMPANIES.

## AMES & COLLEGE RAILWAY COMPANY.

### DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
E. W. Stanton.....	Ames, Iowa.	James Wilson.....	Ames, Iowa.
W. M. Greeley.....	Ames, Iowa.	C. F. Curtis.....	Ames, Iowa.
M. K. Smith.....	Ames, Iowa.	D. S. Fairchild.....	Clinton, Iowa.
J. L. Budd.....	Ames, Iowa.		

### OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	E. W. Stanton.....	Ames, Iowa.
Vice President.....	W. M. Greeley.....	Ames, Iowa.
Secretary.....	M. K. Smith.....	Ames, Iowa.
Treasurer.....	M. K. Smith.....	Ames, Iowa.
General Manager.....	M. K. Smith.....	Ames, Iowa.
General Superintendent.....	M. K. Smith.....	Ames, Iowa.

### PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road owned.
	FROM—	TO—	
Ames & College Railway Co.....	Ames.....	Agricultural College.....	1.99

## ALBIA & CENTERVILLE RAILWAY COMPANY.

### DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Gen. F. M. Drake.....	Centerville, Iowa.	Col. L. M. Martin.....	Marshalltown, Iowa.
Dr. John P. Munn.....	New York.	H. Gabelman.....	Marshalltown, Iowa.
Russell Sage.....	New York.		



## ALBIA &amp; CENTERVILLE RAILWAY COMPANY—CONTINUED.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	Gen. F. M. Drake	Centerville, Iowa.
Vice-President	Russell Sage	New York.
Secretary	H. Gabelman	Marshalltown, Iowa.
Treasurer	H. Gabelman	Marshalltown, Iowa.
General Manager	L. M. Martin	Marshalltown, Iowa.
General Superintendent	O. W. Huntington	Marshalltown, Iowa.
Assistant Superintendent	W. H. Voorhees	Marshalltown, Iowa.
Superintendent of Telegraph	B. G. Falls	Marshalltown, Iowa.
Auditor	H. Gabelman	Marshalltown, Iowa.
General Passenger Agent	T. P. Barry	Marshalltown, Iowa.
General Freight Agent	E. C. Palmer, Jr.	Marshalltown, Iowa.
General Solicitor	A. C. Daly	Marshalltown, Iowa.

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line operated under contract for each class of rls. named.	Miles of line owned for each class of rls. named.
	FROM—	TO—		
Main line	Albia, Iowa	Centerville, Iowa	24.4	24.4
Total				24.4

## BOONE VALLEY RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Hamilton Brown	Boone, Iowa.	S. T. Meservey	Fort Dodge, Iowa.
Norman D. Fraser	Chicago, Ill.	O. M. Carpenter	Boone, Iowa.
David B. Fraser	Chicago, Ill.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	Hamilton Brown	Fraser, Iowa.
Vice-President	Norman D. Fraser	Fraser, Iowa.
Secretary	S. T. Meservey	Fraser, Iowa.
Treasurer	S. T. Meservey	Fraser, Iowa.
General Manager	O. M. Carpenter	Fraser, Iowa.

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line operated under contract for each class of rls. named.	Miles of line owned for each class of rls. named.
	FROM—	TO—		
Bonne Valley Coal & Railway Co.	Fraser, Iowa	Fraser, Iowa	2	2
Total				2

## BURLINGTON, CEDAR RAPIDS &amp; NORTHERN RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
J. C. Penney	Chicago, Ill.	F. H. Griggs	Davenport, Iowa.
J. W. Byrle	Burlington, Iowa.	A. Kimball	Davenport, Iowa.
W. G. Parry	Chicago, Ill.	Geo. W. Cable	Davenport, Iowa.
W. H. Truesdale	Chicago, Ill.	Thomas Hedco	Burlington, Iowa.
E. R. Cable	Chicago, Ill.	F. Carlsbach	Muscatine, Iowa.
C. P. Squires	Burlington, Iowa.	C. J. Ives	Cedar Rapids, Iowa.
Lyman Cook	Burlington, Iowa.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	C. J. Ives	Cedar Rapids, Iowa.
Vice-President	Robert Williams	Cedar Rapids, Iowa.
Secretary	S. S. Dewart	Cedar Rapids, Iowa.
Treasurer	H. B. Hollister	Cedar Rapids, Iowa.
Assistant Treasurer	S. S. Dewart	Cedar Rapids, Iowa.
General Manager	None	
General Superintendent	Robert Williams	Cedar Rapids, Iowa.
Assistant General Superintendent	None	
Superintendent	Geo. G. Sedell	Cedar Rapids, Iowa.
Assistant Superintendents	W. P. Ward	Cedar Rapids, Iowa.
	P. A. Murphy	Cedar Rapids, Iowa.
Chief Engineer	H. F. White	Cedar Rapids, Iowa.
Superintendent of Telegraph	F. S. Spaulding	Cedar Rapids, Iowa.
Auditor	J. C. Brookland	Cedar Rapids, Iowa.
General Passenger Agent	James Morton	Cedar Rapids, Iowa.
General Freight Agent	T. H. Simmons	Cedar Rapids, Iowa.
General Solicitor	S. K. Tracy	Burlington, Iowa.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock for main line.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other co-aid ratios.
5. Line operated under or trackage rights.

NAME.	TERMINALS.		Miles of line operated under contract for each class of rls. named.	Miles of line owned for each class of rls. named.
	FROM—	TO—		
1. B. C. & N. Ry.—				
a Main line	Burlington, Iowa	Albert Lea, Minn.	211.82	
b Milwaukee Division	Ida Junction, Iowa	Pocahontas, Iowa	94.13	
c Muscatine Division	Muscatine, Iowa	Riverside, Iowa	30.58	
d Pacific Division	Vinton, Iowa	Holland, Iowa	48.12	
1. Davenport, Ia. & Dakota Ry.	Davenport, Iowa	Davenport, Iowa	0.51	414.65
2. Iowa City & Western Ry.	Iowa City, Iowa	What Cheer, Iowa	57.22	31.51
b Montezuma Branch	Thornburg, Iowa	Montezuma, Iowa	15.89	
c R. L. Falls & N. W. Ry.	Boone, Iowa	Madison, Iowa	41.07	73.02
d Forest City Extension	N. Forest City, Iowa	Armstrong, Iowa	45.05	
e Sioux Falls Extension	Sioux Falls, Minn.	Sioux Falls, Minn.	42.49	
f Lake Park & Extension	Lake Park, Iowa	Worthington, Minn.	17.88	
g Trasky Extension	Trasky, Minn.	Jasper, Minn.	9.18	
1. Cedar Rapids & Clinton Ry.	Iowa City, Iowa	Clinton, Iowa	79.39	494.35
b Quarry Line	Near Platt, Iowa	Quarry	2.74	81.94
c Chi. Deco. & Minn. Ry.	Postville, Iowa	Dorcas, Iowa	33.34	33.30
d Minneapolis & St. Louis Ry.	Madison, Iowa	North Iowa, Iowa	8.45	8.45
e Iowa Central Ry.	Waverly, Iowa	Northwood, Iowa	11.39	11.49
f Waverly Short Line	Near Winslow, Iowa	Waverly, Iowa	5.68	5.63
Total			1,124.29	1,134.29

a Length of main line is 230.21 miles, including 11.39 miles from Manly Junction to Northwood, leased from the Iowa Central Railway Co.

b Near Forest City.

## CHICAGO, BURLINGTON &amp; QUINCY RAILROAD COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
John M. Perkins	Rose R. Mass.	T. Jeff. from Coalfield	Manchester, Mass.
Chas. J. Perkins	Boston, Mass.	Edward W. Hooper	Chicago, Ill.
Geo. P. Gardner	Boston, Mass.	John S. A. Stinson	New York, N. Y.
William Perkins	Boston, Mass.	Chas. E. Perkins	Burlington, Iowa.
Richard Quincy	Boston, Mass.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	C. E. Perkins	Burlington, Iowa.
First Vice-President	J. C. Perkins	Burlington, Ill.
Second Vice-President	T. S. Perkins	Burlington, Ill.
Treasurer	J. C. Perkins	Burlington, Ill.
General Manager	J. C. Perkins	Burlington, Ill.
Superintendent of Transportation	J. C. Perkins	Burlington, Ill.
Chief Engineer	J. C. Perkins	Burlington, Ill.
Superintendent of Telegraph	J. C. Perkins	Burlington, Ill.
General Passenger Agent	J. C. Perkins	Burlington, Ill.
General Freight Agent	J. C. Perkins	Burlington, Ill.
General Solicitor	J. C. Perkins	Burlington, Iowa.

## CHICAGO, BURLINGTON &amp; QUINCY RAILROAD COMPANY—CONTINUED.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock.
2. Main line.
3. Branches and spurs.
4. Proprietary companies whose entire capital stock is owned by this company.
5. Line operated under lease for specified sum.
6. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
7. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of road named.
	FROM—	TO—		
1. a Chicago, Burlington & Quincy Railroad	Chicago, Ill.	Pacific Junction, Iowa.	402.70	
	Galesburg, Ill.	Quincy, Ill.	100.00	
	Pacific Junction, Iowa.	Keosauqua, Neb.	102.17	
			100.00	830.87
1. b Chicago, Burlington & Quincy Railroad	Aurora, Ill.	Turner, Ill.	12.02	
	Yate City, Ill.	Lewistown, Ill.	30.13	
	Lewistown, Ill.	Quincy, Ill.	32.66	
	Chariton, Iowa.	Leon, Iowa.	26.12	
	Creston, Iowa.	Hopkins, Mo.	44.51	
	Red Oak, Iowa.	Hamburg, Iowa.	30.47	
	South Aurora, Ill.	Port Clinton, Ill.	78.44	
	Chicago, Ill.	Rockford, Ill.	52.50	
	Geneva, Ill.	Streator, Ill.	67.91	
	Streator, Ill.	Walcutt, Ill.	54.73	
	Chicago & Rock River Railroad	Stirling, Ill.	48.01	
	Yule, Rockford & Northern Railroad	Paw Paw, Ill.	19.55	
	Illinois Grand Trunk Railroad	Pulaski, Ill., and Clinton, Iowa.	64.28	
	Dixon, Peoria & Hannibal Railroad	Elmwood, Ill.	44.51	
	Galesburg & Rio Railroad	Rio, Ill.	12.22	
	American Central Railroad	New Boston, Ill.	50.63	
	Carthage & Burlington Railroad	Carthage, Ill.	70.50	
	Quincy & Warsaw Railroad	Quincy, Ill.	31.94	
	St. Louis, Rock Island & Chicago Railroad	Rock Island, Ill.	31.94	
		East St. Louis, Ill.	214.62	
		Kelleyburg, Ill.	17.76	
		Kelleyburg, Ill.	6.25	
		Moravia, Iowa.	11.50	
		Knoxville, Iowa.	31.97	
		Des Moines, Iowa.	34.97	
		Central City, Neb.	41.52	
		Salmon, Neb.	17.00	
		Beatrice, Neb.	50.00	
Dixon & Quincy Railroad				
Moulton & Albia Railroad				
Albia, Knoxville & Des Moines Railroad				
Des Moines & Knoxville Railroad				
Republican Valley Railroad				



CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY—CONTINUED.  
PROPERTY OPERATED—CONTINUED.

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REPORT OF RAILROAD COMMISSIONERS.

NAME.	TERMINALS.		Miles of line for each class of road named.	Miles of line for each class of road named.
	FROM—	TO—		
Republican Valley Railroad.....	Beatrice, Neb.	Wymore, Neb.	11.97	
	Hastings, Neb.	Colorado State Line.....	239.41	
	Aurora, Neb.	Grand Island, Neb.	18.04	
	Aurora, Neb.	Has Ing, Neb.	37.75	
	Table Rock, Neb.	Amoy, Neb.	142.94	
Leon, Mt. Ayr & Southwest Railroad.....	Leon, Iowa	Grant City, Mo.	57.72	
	Beatrice Junction, Iowa.	Albany, Mo.	46.22	
	Albany, Mo.	St. Joseph, Mo.	43.99	
St. Joseph & Des Moines Railroad.....	Chariton, Iowa	Indianola, Iowa.	31.16	
Chariton & North & Southern Railroad.....	Creston, Iowa.	Fontanella, Iowa.	27.42	
Western Iowa Railroad.....	Fontanella, Iowa.	Cumtland, Iowa.	39.3	
Brawville & Nodaway Valley Railroad.....	Villisca, Iowa.	Burlington Junction, Mo.	35.00	
Clarinda, College Springs & Southwestern Railroad	Clarinda, Iowa.	Northboro, Iowa.	15.00	
Red Oak & Atlantic Railroad.....	Red Oak, Iowa.	Grassland, Iowa.	18.01	
Nebraska City, Sidney & Northeastern Railroad.....	Hastings, Neb.	Sidney, Neb.	21.12	
Hastings & At-va Railroad.....	Burlington, Iowa.	Carson, Neb.	15.79	
Keokuk & St. Paul Railroad.....	Omaha, Neb.	Keokuk, Iowa.	42.33	
Omaha & Southwestern Railroad.....	Creston, Neb.	Neapolis, Neb.	16.84	
Nebraska Railway.....	Nemaha, Neb.	Beatrice, Neb.	30.09	
Lincoln & Northwestern Railroad.....	Nebraska City Bridge Line.....	York, Neb.	133.74	
Atchison & Nebraska Railroad.....	Lincoln, Neb.	Nebraska City Bridge Line.....	2.00	
Nebraska & Colorado.....	Atchison, Kan.	Columbia, Neb.	73.49	
	Rulo Bridge Line.....	Lincoln, Neb.	144.95	
	Idell Junction, Neb.	Line, Neb.	3.45	
	Kennsaw, Neb.	Falmouth, Neb.	45.19	
	De Witt, Neb.	Oxford, Neb.	69.67	
	Edgar, Neb.	Colorado State Line, Neb.	208.32	
Chicago, Nebraska & Kansas Railroad.....	Chester, Neb.	Superior, N. D.	28.54	
Republican Valley, Kansas & Southwest Railroad.....	Republican, Neb.	Concordia, Kan.	7.94	
Burlington & Colorado Railroad.....	Colorado State Line, Neb.	Overlin, Kan.	74.23	
Osage & Wyoming Railroad.....	Colorado State Line, Wyo.	Denver, Col.	114.69	
Cheyenne & Burlington Railroad.....	Orleans, Neb.	Wyoming State Line, Col.	148.58	
Ox-ford & Kansas Railroad.....	Nebraska State Line, Kan.	Cheyenne, Wyo.	23.91	
Beaver Valley Railroad.....	Central City, Neb.	Kansas State Line, Neb.	59.61	
Lincoln & Black Hills Railroad.....	Gray City Center, Neb.	St. Francis, K. B.	74.37	
	Palmer, Neb.	Ericson, Neb.	42.94	
Grand Island & Wyoming Central Railroad.....	Grand Island, Neb.	Purvis, Neb.	49.92	
	Edgemont Junction, S. Dak.	Avoca, Neb.	61.02	
	Minto, S. D.	Wyoming State Line, S. Dak.	494.35	
	Englewood, S. D.	Deadwood, S. Dak.	106.40	
		Hot Springs, S. D.	14.34	
		Spear Fish, S. D.	51.91	
Grand Island & Northern Wyoming Railroad.....	Wyoming State Line.....	Montana State Line, Wyo.	229.59	
Big Horn Southern Railroad.....	New Castle, Wyo.	Cambria, Wyo.	7.60	
Denver, Utah & Pacific Railroad.....	Montana State Line, Neb.	Huntley, Mont.	101.74	
Republican Valley & Wyoming Railroad.....	Denver, Col.	Utah Junction, Col.	3.00	
Omaha & North Platte Railroad.....	Burns Junction, Col.	Lyons and Tower, Col.	32.67	
St. Joseph & Nebraska Railroad.....	Carlberton, Neb.	Imperial, Neb.	49.17	
	Omaha, Neb.	Schuyler, Neb.	65.7	
	Napier, Mo.	Boswell, Mo.	5.86	
3. Quincy, Alton & St. Louis Railroad.....	Quincy, Ill.	Louisiana, Mo. and Hannibal, Mo.	4,737.63	
5. Pennsylvania Company	At Chicago.		1.22	
Chicago & Northwestern Railway	At Clinton, Iowa and Ill.		1.00	
Quincy Bridge Company	At Quincy		1.22	
Wabash Railroad.....	East Hannibal, Ill.	Hannibal, Mo.	1.83	
Chicago & Alton Railroad.....	East Louisiana, Ill.	Louisiana, Mo.	2.07	
Indianapolis & St. Louis Railroad.....	East Alton.	East St. Louis, Ill.	20.60	
Kansas City, St. Joseph & Council Bluffs Railroad.....	Pacific Junction, Iowa.	Council Bluffs, Iowa.	16.52	
	Hamburg, Iowa.	Nebraska City Junction, Iowa.	6.97	
	Nebraska City Bridge Company.	Nebraska City, Nebraska	3.61	
	At Northboro Iowa.		1.91	
Union Pacific, D & G. Railroad.....	Napier, Mo.	St. Joseph, Mo.	35.28	
Northern Pacific Railroad.....	Utah Junction, Col.	Grass Junction, Col.	11.30	
	Huntley, Mont.	Billings, Mont.	12.90	
Total mileage operated.....			5,731.82	

CONDENSED RETURNS OF RAILWAY COMPANIES.

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## CHICAGO, BURLINGTON &amp; KANSAS CITY RAILROAD COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
J. W. Blythe.....	Burlington, Iowa.	H. B. Scott.....	Burlington, Iowa.
W. W. Baldwin.....	Burlington, Iowa.	W. F. McFarland.....	Burlington, Iowa.
J. C. Pessley.....	Chicago, Ill.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	W. W. Baldwin.....	Burlington, Iowa.
First Vice-President.....	J. C. Pessley.....	Chicago, Ill.
Second Vice-President.....	George B. Harris.....	Chicago, Ill.
Secretary.....	George B. Harris.....	Chicago, Ill.
Treasurer.....	J. C. Pessley.....	Chicago, Ill.
General Manager.....	W. O. Brown.....	St. Joseph, Mo.
General Superintendent.....	S. E. Crance.....	St. Joseph, Mo.
Superintendent.....	W. E. Cunningham.....	Hannibal, Mo.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
Superintendent of Telegraph.....	M. A. Baker.....	Hannibal, Mo.
Auditor.....	C. M. Carter.....	St. Joseph, Mo.
General Passenger Agent.....	D. O. Ives.....	St. Louis, Mo.
General Freight Agent.....	Howard Elliott.....	St. Louis, Mo.
General Solicitors.....	Spencer & Mosman.....	St. Joseph, Mo.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock <sup>1</sup>/<sub>a</sub> Main line.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of rds. named.
	FROM—	TO—		
1. Chicago, Burl. & K. C. Ry....	Viele.....	Bloomfield.....	59.79	181.56
2. None.	Moulton.....	Carrollton.....	121.77	
3. None.				
4. None.				
5. Chicago, Burl. & Quincy R.R.	Burlington.....	Viele.....	25.28	39.39
Wabash Railroad.....	Bloomfield.....	Moulton.....	14.11	
Total.....				220.95

## KANSAS CITY, ST. JOSEPH &amp; COUNCIL BLUFFS RAILROAD CO.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
C. E. Perkins.....	Burlington, Iowa.	J. L. Gardner.....	Boston, Mass.
W. F. Baldwin.....	Boston, Mass.	W. O. Brown.....	St. Joseph, Mo.
U. J. Paine.....	Boston, Mass.	J. H. Stargis.....	St. Joseph, Mo.
W. J. Ladd.....	Boston, Mass.	C. M. Carter.....	St. Joseph, Mo.
T. J. Coolidge.....	Boston, Mass.		

## CONDENSED RETURNS OF RAILWAY COMPANIES.

## KANSAS CITY, ST. JO &amp; COUNCIL BLUFFS RAILROAD CO.—CONTINUED.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	C. E. Perkins.....	Burlington, Iowa.
First Vice-President.....	J. C. Pessley.....	Chicago, Ill.
Second Vice-President.....	George B. Harris.....	Chicago, Ill.
Secretary.....	W. J. Ladd.....	Boston, Mass.
Treasurer.....	J. C. Pessley.....	Chicago, Ill.
General Manager.....	W. O. Brown.....	St. Joseph, Mo.
General Superintendent.....	S. E. Crance.....	St. Joseph, Mo.
Superintendent.....	G. M. Hohl.....	St. Joseph, Mo.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
Superintendent of Telegraph.....	L. T. Dyer.....	St. Joseph, Mo.
General Auditor.....	C. I. Scrupa.....	Chicago, Ill.
General Passenger Agent.....	C. M. Carter.....	St. Joseph, Mo.
General Freight Agent.....	D. O. Ives.....	St. Louis, Mo.
General Solicitors.....	Howard Elliott.....	St. Louis, Mo.
	Spencer & Mosman.....	St. Louis, Mo.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock <sup>1</sup>/<sub>a</sub> Main line.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of rds. named.
	FROM—	TO—		
1. K. C. St. J. & C. B. R. R. Co.	<sup>a</sup> Main line.....			
	Kansas City yard.....	Harlem, Mo.....	189.27	189.81
	Harlem, Mo.....	Council Bluffs, Iowa.....	44	
	Leavenworth, Mo.....	Stilings, Mo.....	2.65	
	Amasa, Mo.....	Winthrop, Mo.....	2.86	
2. Nodaway Valley Railroad.....	Hopkins, Mo.....	Hopkins, Mo.....	50.44	54.45
3. Tarkio Valley Railroad.....	Highlow, Mo.....	Highlow, Mo.....	21.54	
4. None.	Corning, Mo.....	Northboro, Iowa.....	27.61	59.15
5. Operated under trackage rights.....	Kansas City U. D. M. Co.	Harlem, Mo.....	1.72	
	Council Bluffs, Iowa.....	J. P. Transfer, Iowa.....	1.56	
	Stilings, Mo.....	Leavenworth, Kan.....	1.73	
	Winthrop, Mo.....	Atchison U. D. Kan.....	1.97	6.08
Total.....				309.49

## ST. LOUIS, KEOKUK &amp; NORTHWESTERN RAILROAD COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
C. E. Perkins.....	Burlington, Iowa.	W. J. Ladd.....	Boston, Mass.
W. F. Baldwin.....	Burlington, Iowa.	F. W. Hunsell.....	Boston, Mass.
U. J. Paine.....	Boston, Mass.		



## ST. LOUIS, KEOKUK &amp; NORTHWESTERN RAILROAD CO.—CONTINUED.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	W. W. Baldwin.....	Burlington, Iowa.
Vice-President.....	J. C. Peasley.....	Chicago, Ill.
Second Vice-President.....	Geo. B. Harris.....	Chicago, Ill.
Secretary.....	W. O. Maxwell.....	Keokuk, Iowa.
Treasurer.....	J. C. Peasley.....	Chicago, Ill.
General Manager.....	W. O. Brown.....	St. Joseph, Mo.
General Superintendent.....	S. E. Crane.....	St. Joseph, Mo.
Superintendent.....	W. E. Cunningham.....	Hannibal, Mo.
Chief Engineer.....	L. F. Goodale.....	St. Joseph, Mo.
Superintendent of Telegraph.....	M. A. Barker.....	Hannibal, Mo.
Auditor.....	O. M. Carter.....	St. Joseph, Mo.
General Passenger Agent.....	D. O. Ives.....	St. Louis, Mo.
General Freight Agent.....	Howard Elliott.....	St. Louis, Mo.
General Solicitors.....	Spencer & Mosman.....	St. Joseph, Mo.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock:
  - a Main line.
  - b Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of road named.
	FROM—	TO—		
1. a St. Louis, Keokuk & Northwestern Railroad Co.....	Keokuk, Iowa.....	West Quincy, Mo.....	23.66	
	Moody, Mo.....	Hannibal, Mo.....	13.23	
	Hannibal, Mo.....	Louisiana, Mo.....	23.42	
	Louisiana, Mo.....	Franklin av., St. Louis	91.51	166.74
b St. Louis, Keokuk & Northwestern Railroad Co.....	Quire Junction, Mo.....	St. Peters, Mo.....	10.33	
	Mt. Pleasant Jc., Iowa	Keokuk, Iowa.....	48.91	
	At West Alton.....		46	50.02
5. Q. R. Co. & C. R. & Q. R. E. Co.	West Quincy, Mo.....	Quincy, Ill.....	2.63	
Hannibal & St. Joseph R.R. Co.	West Quincy, Mo.....	Moody, Mo.....	4.07	
Wabash Railroad Co.....	Hannibal, Mo.....	Hannibal, Mo.....	4.24	
Mo., Kan. & Texas Ry. Co.....	Hannibal, Mo.....	Hannibal, Mo.....	3.23	
Chicago & Alton Ry. Co.....	Louisiana, Mo.....	Louisiana, Mo.....	3.34	
Chicago, Burl. & Q. R. R. Co.	Mt. Pleasant Jc., Iowa	Mt. Pleasant, Iowa.....	3.34	
Keokuk & Hamilton Br. Co.	Keokuk, Iowa.....	Keokuk, Iowa.....	.03	
Terminal R. R. Assn. of St. L.	North Market street.	Union Sta., St. Louis..	4.00	11.89
Total.....				237.65

## CHICAGO, FORT MADISON &amp; DES MOINES RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
C. C. Wheeler.....	Chicago, Ill.	I. T. Burr.....	Boston, Mass.
D. B. Dewey.....	Chicago, Ill.	Samuel Atlee.....	Fort Madison, Iowa.
E. S. Conway.....	Chicago, Ill.	E. H. Skinner.....	Birmingham, Iowa.
W. T. Block.....	Chicago, Ill.	T. J. Hyman.....	St. Paul, Minn.
L. E. Overman.....	Chicago, Ill.		

## CONDENSED RETURNS OF RAILWAY COMPANIES.

## CHICAGO, FT. MADISON &amp; DES MOINES RAILWAY CO.—CONTINUED.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
Chairman of Board.....	D. B. Dewey.....	Chicago, Ill.
President.....	C. C. Wheeler.....	Chicago, Ill.
Vice-President.....	E. S. Conway.....	Chicago, Ill.
Secretary.....	E. H. Skinner.....	Birmingham, Iowa.
Treasurer.....	E. C. Long.....	St. Paul, Minn.
General Manager.....	E. F. Potter.....	Fort Madison, Iowa.
Division Superintendent.....	G. D. Hutchinson.....	Fort Madison, Iowa.
Chief Engineer.....	J. P. Lyving.....	Fort Madison, Iowa.
Auditor.....	E. F. Potter.....	Fort Madison, Iowa.
General Passenger Agent.....	E. F. Potter.....	Fort Madison, Iowa.
General Freight Agent.....	E. F. Potter.....	Fort Madison, Iowa.
General Solicitor.....	Jesse A. Baldwin.....	Chicago, Ill.

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
C. F. M. & D. M. Ry. Co.....	Fort Madison.....	Ottumwa.....	71
Total.....			71

## CHICAGO, IOWA &amp; DAKOTA RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Conrad Miller.....	Bangor, Pa.	W. S. Porter.....	Eldora, Iowa.
Clarence Mitchell.....	New York city.	J. D. Newcomer.....	Eldora, Iowa.
H. Loyard Blair.....	New York city.	H. N. Brockway.....	Garner, Iowa.
Chas. Vail.....	New York city.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	C. Miller.....	Bangor, Pa.
Vice-President.....	C. Mitchell.....	New York city.
Secretary.....	H. N. Brockway.....	Garner, Iowa.
Treasurer.....	J. D. Newcomer.....	Eldora, Iowa.
General Manager.....	W. S. Porter.....	Eldora, Iowa.
Auditor.....	H. C. Stuart.....	
General Passenger Agent.....	H. C. Stuart.....	
General Freight Agent.....	H. C. Stuart.....	
General Solicitor.....	None.	

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Chicago, Iowa & Dakota Railway.....	Eldora Junction.....	Alden.....	26.4
Total.....			26.

## REPORT OF RAILROAD COMMISSIONERS

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Philip D. A. Tremain	Clinton, Ill.	Joseph Wilbanks	New York, N. Y.
Arthur B. Brown	New York, N. Y.	E. M. Knutson	New York, N. Y.
Charles S. Bond	New York, N. Y.	W. M. Knutson	New York, N. Y.
Charles H. Cooley	New York, N. Y.	Wm. Macdonald	New York, N. Y.
John C. G. J.	New York, N. Y.	Wm. Macdonald	New York, N. Y.
Frederick J. Ladd	New York, N. Y.	A. Van Sledright	New York, N. Y.
Frederick J. Ladd	Millwaukee, Wis.		

## OFFICERS

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.	Samuel Miller	Chicago, Ill.
Vice-President.	W. M. Brown	New York.
Secretary.	F. M. Myers	Chicago, Ill.
Treasurer.	W. G. Collins	Chicago, Ill.
General Superintendent.	Three in number.	
Assistant General Superintendent.	Three in number.	
Superintendent of Telegraph.	D. C. Williams	Chicago, Ill.
Chief Engineer.	T. L. Perry	Albany, N. Y.
General Auditor.	W. H. Wilson	Chicago, Ill.
General Freight Agent.	J. H. Hildre	Chicago, Ill.
Assistant General Auditor.	Brian Hanson	Chicago, Ill.
Assistant General Solicitor.	H. H. Phillips	Chicago, Ill.

## CHICAGO, MILWAUKEE &amp; ST. PAUL RAILWAY COMPANY—CONTINUED.

## PROPERTY OPERATED.

FROM—	TO—	Illinois.	Wisconsin.	Iowa.	Minnesota.	North Dakota.	South Dakota.	Missouri.	Michigan.	Total.
Chicago	Milwaukee.	44.67	57.92							82.59
Rondout	Libertyville.	3.0.0								3.0.0
Chicago	Lewistown Park.	13.59								13.59
North Chicago	Pacific Junction.	3.36								3.36
Pacific Junction	Savannah.	138.02								138.02
Galewood	Dunning.	3.18								3.18
Elk River Junction	Council Bluffs.	2.30								2.30
Davenport	Clinton			319.15						319.15
Eldridge	Jackson Junction			151.50						151.50
Marion	Hurstville.			34.61						34.61
Ottumwa Junction.	Ottumwa.			43.61						43.61
Warren	Coburg.			37.00						37.00
Savannah	Kittredge.	50.53	69.51	62.37				140.27		119.99
Elkhorn	Park View.	47.59								47.59
Rockton	Eagle.		11.00							11.00
Warren	Rockford.	14.91								14.91
Stock Yards, Milwaukee	Clinton Junction.		159.36							159.36
Mazomanie	Merrill Park.									
Rock	Prairie du Sac.		10.37							10.37
Milton	Richland Center.		14.22							14.22
Janeville	Shullsburg.		70.34							70.34
Brodhead	Beloit.		13.36							13.36
Calumet	New Glarus.		22.78							22.78
South Milwaukee	Mineral Point.		31.28							31.28
Watertown Junction	Platteville.		17.08							17.08
Paterson Junction	La Crosse.		196.37							196.37
New Lisbon	Madison.		36.48							36.48
Viroqua Junction.	Neenah.		12.74							12.74
Wish Lake Junction.	Viroqua.		25.17							25.17
Mather.	Omaha.		161.20							161.20
Lapham Junction.	Minnequa.		16.01							16.01
Central Street.	Carriok.		16.01							16.01
Merrill Park.	Zeda.		10.60							10.60
Cement Line Junction.	Verona.		10.60							10.60
Horicon	North Milwaukee.		6.17							6.17
Brandon	Rock.		1.00							1.00
Ripon	Winneconne.		28.00							28.00
Sabina Junction.	Berlin.		42.30							42.30
	Markesan.		11.49							11.49
	Oshkosh.		19.00							19.00
	Winneconne.		14.50							14.50
	River Junction.		136.18	24.93						161.11



## CHICAGO, MILWAUKEE &amp; ST. PAUL RAILWAY COMPANY—CONTINUED.

PROPERTY OPERATED—CONTINUED.

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REPORT OF RAILROAD COMMISSIONERS.

CONDENSED RETURNS OF RAILWAY COMPANIES.

57

FROM—	TO—	Illinois.	Wiscon- sin.	Iowa.	Minne- sota.	North Dakota.	South Dakota.	Miss'uri.	Michi- gan.	Total.
Bellevue.....	Cascade.....			35.77						35.77
Turkey River Junction.....	West Union.....			34.24						34.24
Vankon Junction.....	Waukon.....			22.36						22.36
Beno.....	Preston.....				37.77					37.77
North La Crosse.....	St. Paul.....		1.30		18.42					19.72
St. Paul.....	Minneapolis.....				8.30					8.30
St. Croix Junction.....	Stillwater.....				24.78					24.78
Wabasha.....	Zumbrota.....				69.21					69.21
Wabasha.....	Chippewa Falls.....				1.80					1.80
Red Cedar Junction.....	Oedar Falls.....		20.67							20.67
North McGregor.....	Chamberlain.....			201.48			149.77			351.25
Beulah.....	Elkader.....			19.20						19.20
Spencer.....	Sadrik Lake.....			20.18						20.18
Rock Valley.....	Eden.....			8.99						8.99
Marion Junction.....	Running Water.....						62.85			62.85
Calmar.....	Minneapolis.....			41.38	130.44					171.82
Conover.....	Decorah.....			10.00						10.00
Austin.....	Mason City.....			27.95	11.34					39.29
Mendota.....	St. Paul.....				36					36
Northfield.....	Cannon Junction.....				31.98					31.98
La Crescent.....	Woonsocket.....				296.22			97.30		393.52
Wells.....	Nankota.....				38.06					38.06
Madison.....	Ristol.....						103.02			103.02
South Minneapolis.....	Ortonville.....				177.37					177.37
Glencoe.....	Hutchinson.....				13.45					13.45
Hopkins.....	Lake Minnetonka.....				7.94					7.94
Ortonville Junction.....	Fargo.....				69.29	69.40	1.28			139.97
Ortonville Junction.....	Aberdeen.....				1.47		107.02			108.49
Irastota.....	Benton Junction.....				56.71					56.71
Milbank.....	Sisseton.....							97.24		97.24
Andover.....	Harlem.....					17.30				17.30
Mitchell.....	Aberdeen.....						128.31			128.31
Aberdeen.....	Edgeley.....						31.61			31.61
Aberdeen.....	Rowdie.....						57.02			57.02
Lawson.....	Orient.....						40.90			40.90
Lawson.....	Enreks.....						36.30			36.30
Manila.....	Sioux City.....			90.17						90.17
Sioux City.....	Scotland Junction.....			5.32			89.22			94.54
Tripp.....	Mitchell.....						47.67			47.67
Elk Point.....	Armour.....						30.45			30.45
Necedah.....	Sioux Falls Junction.....						67.81			67.81
Necedah.....	Babcock.....		18.91							18.91
Babcock.....	Pittsville.....		9.97							9.97
Pittsville Junction.....	Vesper.....		8.42							8.42
Dexter ville.....	Lynn.....		22.45							22.45
Lynn.....	Romads.....		5.30							5.30
In City of Fond du Lac.....	Champion.....		2.34							2.34
North Milwaukee.....	Appleton.....		186.92					66.79		253.71
Hilbert Junction.....	Neenah.....		20.35							20.35
Menasha.....	Menominee.....		1.09							1.09
Oconto Junction.....	Oconto Junction.....		11.94							11.94
Ellis Junction.....	Ellis Junction.....		21.00						1.34	22.34
Wausau.....	Girard Junction.....		17.65							17.65
Channing.....	Sidnaw.....									
Sidnaw.....	Star Lake.....		18.80							18.80
Minocqua.....	North McGregor.....		1.30		12					13.30
Prairie du Chien.....										
Main track owned solely.....		317.43	1,604.07	1,551.30	1,114.80	118.21	1,101.06	140.27	103.06	6,139.40

## CHICAGO, MILWAUKEE &amp; ST. P. RAILWAY COMPANY—CONTINUED.

## PROPERTY OPERATED—CONTINUED.

NAME.	Miles of line for each road named.	Miles of line for each named.
Brought forward.....		6,129.40
MILES OF MAIN LINE TRACK IN WHICH THIS COMPANY OWNS A JOINT INTEREST WITH—		
Chicago & North-Western Railway Company, Chicago.....	.89	
Pittsburg, Cincinnati, Chicago & St. Louis Railway Company, Chicago.....	1.22	
Wisconsin Central lines, Chippewa Falls.....	1.22	
Chicago & North-Western Railway, Chicago.....	1.22	
Pittsburg, Cincinnati, Chicago & St. Louis Railway, Chicago.....	5.29	
Chicago, St. Paul, Minneapolis & Omaha Railway, Mendota to St. Paul.....	.14	
Chicago, Burlington & Quincy Railroad, Davis Junction.....	1.87	
Davenport, Iowa & Dakota Railway, Davenport.....	.11	
Illinois Central Railroad, Sioux City.....	.11	
Chicago, St. Paul, Minneapolis & Omaha Railway, Sioux City.....	.11	
Sioux City & Pacific Railway, Sioux City.....	.11	
Chicago & North-Western Railway, Fond du Lac.....	.28	
Miles of main track used solely and jointly.....		9.33
Total main track used solely and jointly.....		6,138.73
LINE OPERATED OR USED UNDER TRACKAGE RIGHTS—		
Pittsburg, Cincinnati, Chicago & St. Louis Railway, Chicago.....	2.37	
Illinois Central Railroad, Dubuque.....	.67	
Kansas City Belt Railway, Coburg to Kansas City.....	6.83	
Chicago, Burlington & Quincy Railway, Rockford to Davis Junction.....	11.97	
Chicago, Rock Island & Pacific Railway, Port Byron Junction to Rock Island.....	6.73	
Union Pacific Railway, Council Bluffs Transfer to South Omaha.....	8.50	
Wisconsin Central lines, Neenah and Menasha.....	.52	
Total miles main track.....		6,204.42

NOTE—We have no such distinction as "Main Line and Branches." Questions Nos. 2, 3, and 4—None.

## CHICAGO GREAT WESTERN RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Wm. Dawson.....	St. Paul, Minn.	A. Oppenheim.....	St. Paul, Minn.
A. Kalman.....	St. Paul, Minn.	S. C. Stickney.....	St. Paul, Minn.
A. B. Stickney.....	St. Paul, Minn.	C. W. Benson.....	St. Paul, Minn.
H. A. Gardner.....	Chicago, Ill.	J. W. Lusk.....	St. Paul, Minn.
H. E. Fletcher.....	Minneapolis, Minn.		

## FINANCE COMMITTEE.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Rt. Hon. Wm. Lidderdale.....	London, England.	O. Silgo de Ponthomer.....	London, England.
Alexander F. Wallace.....	London, England.	Edwin Waterhouse.....	London, England.
Howard Gullat.....	London, England.		

## CHICAGO GREAT WESTERN RAILWAY COMPANY—CONTINUED.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	A. B. Stickney.....	St. Paul, Minn.
Vice-Presidents.....	Arnold Kalman.....	St. Paul, Minn.
	C. W. Benson.....	St. Paul, Minn.
	W. B. Reud.....	St. Paul, Minn.
Secretary.....	H. C. Wight.....	St. Paul, Minn.
Treasurer.....	Arnold Kalman.....	St. Paul, Minn.
General Manager.....	S. C. Stickney.....	St. Paul, Minn.
General Superintendent.....	C. Shields.....	St. Paul, Minn.
Assistant General Superintendent.....	J. Berlingett.....	St. Paul, Minn.
	J. A. Kelley.....	Chicago, Ill.
Division Superintendents.....	J. C. Ford.....	Osceola, Iowa.
	B. F. Egan.....	Des Moines, Iowa.
Chief Engineer.....	H. Fernstrom.....	St. Paul, Minn.
Superintendent of Telegraph.....	J. Berlingett.....	St. Paul, Minn.
Auditor.....	W. B. Reud.....	St. Paul, Minn.
General Passenger Agent.....	F. H. Lord.....	Chicago, Ill.
General Freight Agent.....	P. C. Stohr.....	St. Paul, Minn.
General Solicitor.....	D. W. Lawler.....	St. Paul, Minn.



CHICAGO GREAT WESTERN RAILWAY COMPANY—Continued.  
PROPERTY OPERATED.

1. Railroad line represented by capital stock:

a. Branches and spurs.

2. Proprietary companies whose entire capital stock is owned by this company.

3. Line operated under lease for specified term.  
4. Line operated under lease for specified term, where the rental is contingent upon earnings or other considerations.  
5. Line operated under trackage rights.

NAME.	FROM—	TO—	Miles of line for each class of road named.	Miles of line for each class of road named.
Chicago Great Western Railway Company	St. Paul, Minn. Alton, Ill. Joliet, Minn. Moline, Iowa Bee Creek, Mo.	Dehnborg, Iowa. Forest Home, Ill. East Moline, Iowa. St. Louis, Mo. Beverly, Mo.	252.53 146.79 139.25 139.25 21.50	712.94
Total No. 1 a—Main line owned.	b Hayfield, Minn. Sumner, Iowa Vicksburg, Iowa Eden, Minn.	Manly Junction, Iowa. Hampden, Iowa. Vicksburg Junction, Iowa. Wadega, Minn.	47.20 61.95 7.86 4.80	
Total No. 1 b—Branches and spurs owned.	None.			125.83
Total No. 2.	None.			
Total No. 3.	None.			
Total No. 4.	None.			
Total No. 5.	None.			
Total No. 6.	None.			
Total No. 7.	None.			
Total No. 8.	None.			
Total No. 9.	None.			
Total No. 10.	None.			
Total No. 11.	None.			
Total No. 12.	None.			
Total No. 13.	None.			
Total No. 14.	None.			
Total No. 15.	None.			
Total No. 16.	None.			
Total No. 17.	None.			
Total No. 18.	None.			
Total No. 19.	None.			
Total No. 20.	None.			
Total No. 21.	None.			
Total No. 22.	None.			
Total No. 23.	None.			
Total No. 24.	None.			
Total No. 25.	None.			
Total No. 26.	None.			
Total No. 27.	None.			
Total No. 28.	None.			
Total No. 29.	None.			
Total No. 30.	None.			
Total No. 31.	None.			
Total No. 32.	None.			
Total No. 33.	None.			
Total No. 34.	None.			
Total No. 35.	None.			
Total No. 36.	None.			
Total No. 37.	None.			
Total No. 38.	None.			
Total No. 39.	None.			
Total No. 40.	None.			
Total No. 41.	None.			
Total No. 42.	None.			
Total No. 43.	None.			
Total No. 44.	None.			
Total No. 45.	None.			
Total No. 46.	None.			
Total No. 47.	None.			
Total No. 48.	None.			
Total No. 49.	None.			
Total No. 50.	None.			
Total No. 51.	None.			
Total No. 52.	None.			
Total No. 53.	None.			
Total No. 54.	None.			
Total No. 55.	None.			
Total No. 56.	None.			
Total No. 57.	None.			
Total No. 58.	None.			
Total No. 59.	None.			
Total No. 60.	None.			
Total No. 61.	None.			
Total No. 62.	None.			
Total No. 63.	None.			
Total No. 64.	None.			
Total No. 65.	None.			
Total No. 66.	None.			
Total No. 67.	None.			
Total No. 68.	None.			
Total No. 69.	None.			
Total No. 70.	None.			
Total No. 71.	None.			
Total No. 72.	None.			
Total No. 73.	None.			
Total No. 74.	None.			
Total No. 75.	None.			
Total No. 76.	None.			
Total No. 77.	None.			
Total No. 78.	None.			
Total No. 79.	None.			
Total No. 80.	None.			
Total No. 81.	None.			
Total No. 82.	None.			
Total No. 83.	None.			
Total No. 84.	None.			
Total No. 85.	None.			
Total No. 86.	None.			
Total No. 87.	None.			
Total No. 88.	None.			
Total No. 89.	None.			
Total No. 90.	None.			
Total No. 91.	None.			
Total No. 92.	None.			
Total No. 93.	None.			
Total No. 94.	None.			
Total No. 95.	None.			
Total No. 96.	None.			
Total No. 97.	None.			
Total No. 98.	None.			
Total No. 99.	None.			
Total No. 100.	None.			

Total No. 5 Lines operated under trackage rights.

Total.

## CHICAGO, ROCK ISLAND &amp; PACIFIC RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
R. P. Flower	New York city.	H. H. Porter	Chicago, Ill.
Benjamin Brewster	New York city.	Marshall Field	Chicago, Ill.
H. H. Bishop	New York city.	John De Koven	Chicago, Ill.
Henry M. Flagler	New York city.	W. G. Purdy	Chicago, Ill.
Alexander E. Orr	New York city.	R. R. Cable	Rock Island, Ill.
David Dows, Jr.	New York city.	George G. Wright	Des Moines, Iowa.
Alex. T. Van Nest	New York city.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	R. R. Cable	Chicago, Ill.
First Vice-President	Benjamin Brewster	New York, N. Y.
Second Vice-President	W. G. Purdy	Chicago, Ill.
Third Vice-President	W. H. Truesdale	Chicago, Ill.
Assistant to President	H. A. Parker	Chicago, Ill.
Treasurer and Secretary	W. G. Purdy	Chicago, Ill.
General Manager	W. H. Truesdale	Chicago, Ill.
Assistant General Manager	W. L. Allen	Chicago, Ill.
General Superintendent	C. Dunlap	Chicago, Ill.
Assistant General Superintendent	A. J. Hill	Topeka, Kan.
	C. H. Hubbell	Chicago, Ill.
	C. I. Nichols	Blue Island, Ill.
	W. H. Stillwell	Des Moines, Iowa.
	C. S. Gilmore	Des Moines, Iowa.
Division Superintendents	W. J. Lawrence	Trenton, Mo.
	W. M. Hobbs	Colorado Springs, Col.
	R. H. Agnew	Herington, Kan.
	Harry Fox	Fort Worth, Texas.
	A. B. Hovey	Chicago, Ill.
Chief Engineer	H. A. Parker	Chicago, Ill.
Superintendent of Telegraph	A. B. Swift	Chicago, Ill.
Auditor	S. C. Matthews	Chicago, Ill.
General Passenger Agent	John Sebastian	Chicago, Ill.
General Freight Agents	J. M. Johnson	Topeka, Kan.
	D. Atwood	Chicago, Ill.
General Attorneys	Robert Mather	Topeka, Kan.
	H. A. Low	Topeka, Kan.

## PROPERTY OPERATED.

NAME.	FROM—	TO—	Miles of line for each road named.	Miles of line for each class of road named.
Chicago, Rock Island & Pac. Ry.	Chicago, Ill.	Council Bluffs, Iowa.	439.62	
	Davenport, Iowa.	Winthrop, Mo.	51.84	
	Edgerton, Iowa.	Leavenworth, Kan.	23.31	
	Washington, Iowa.	Knoxville, Iowa.	79.00	
	South Eaglewood, Ill.	South Chicago, Ill.	7.50	
	Wilcox, Iowa.	Muncie, Iowa.	11.98	
	Newton, Iowa.	Lime Kiln, Iowa.	5.08	
	Des Moines, Iowa.	Monroe, Iowa.	17.00	
		Indianapolis and Winnetka, Iowa.	47.97	
	Menlo, Iowa.	Guthrie Center, Iowa.	34.58	
	Atlantic, Iowa.	Andalus, Iowa.	24.54	
	Atlantic, Iowa.	Griswold, Iowa.	14.71	
	Avoca, Iowa.	Carson, Iowa.	17.81	
	Avoca, Iowa.	Harian, Iowa.	11.84	
	Mc Zion, Iowa.	Kodakanga, Iowa.	4.50	
	Altamont, Mo.	St. Joseph, Mo.	40.06	
	South St. Joseph, Mo.	Rushville, Mo.	14.70	
	Kansas City, Mo.	Armourdale, Kan.	2.40	

## CHICAGO, ROCK ISLAND &amp; PACIFIC RAILWAY CO.—CONTINUED.

## PROPERTY OPERATED—CONTINUED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of rls. named.
	FROM—	TO—		
Chicago, Rock Island & Pac. Ry.	South Omaha, Neb.	Jansen, Neb.	107.05	
	Elwood, Kan.	Liberal, Kan.	420.54	
	Herington, Kan.	Terral, I. T.	349.07	
	Berlington, Kan.	Sallina, Kan.	49.30	
	Horton, Kan.	Howell, Col.	568.65	
	Fairbury, Neb.	Nelson, Neb.	51.53	
	McFarland, Kan.	Belleville, Kan.	101.28	
	Dodge City, Kan.	Hucklin, Kan.	28.64	
Peoria & Bureau Valley R. R.	Bureau, Ill.	Peoria, Ill.	46.70	2,880.70
Keokuk & Des Moines Ry.	Keokuk, Iowa.	Des Moines, Iowa.	162.29	
Des Moines & Ft. Dodge R. R.	Des Moines, Iowa.	Ft. Dodge and Ruthven, Iowa.	143.76	332.66
Hannibal & St. Joseph R. R.	Cameron, Mo.	Kansas City, Mo.	5.90	
Union Pacific Ry.	Council Bluffs, Iowa.	South Omaha, Neb.	7.02	
	Kansas City, Mo.	North Topeka, Kan.	87.35	
	Lincoln, Col.	Denver, Col.	86.78	
Denver & Rio Grande R. R.	Denver, Col.	Pueblo, Col.	119.90	332.05
Total.				3,671.41

## CHICAGO &amp; NORTH-WESTERN RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
F. W. Vanderbilt	New York, N. Y.	Albert Keep	Chicago, Ill.
W. K. Vanderbilt	New York, N. Y.	M. L. Sykes	New York, N. Y.
H. M. Twombly	New York, N. Y.	James C. Fargo	New York, N. Y.
John I. Blair	New York, N. Y.	Marvin Hughes	Boston, Mass.
Byron L. Smith	Chicago, Ill.	Marvin Hughes	Chicago, Ill.
Cyrus H. McCormick	Chicago, Ill.	N. K. Fairbank	Chicago, Ill.
David P. Kimball	Boston, Mass.	Zenas Crane	Dalton, Mass.
Chauncey M. Depew	New York, N. Y.	James Stillman	New York, N. Y.
Sam'l F. Barger	New York, N. Y.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
Chairman of the Board	Albert Keep	Chicago, Ill.
President	Marvin Hughes	Chicago, Ill.
Vice-President	Martin L. Sykes	New York, N. Y.
Secretary	Martin L. Sykes	New York, N. Y.
Treasurer	Martin L. Sykes	New York, N. Y.
General Manager	John M. Whitman	Chicago, Ill.
General Superintendent	Sherburne Sanborn	Chicago, Ill.
Division Superintendent	Peter Halenbeck	Boone, Iowa.
Chief Engineer	Hugh M. Hughes	Eagle Grove, Iowa.
Superintendent of Telegraph	John E. Blunt	Chicago, Ill.
Auditor	George H. Thayer	Chicago, Ill.
General Passenger Agent	J. B. Redfield	Chicago, Ill.
General Freight Agent	Warren B. Kulsaker	Chicago, Ill.
General Counsel	Hiram L. McCullough	Chicago, Ill.
	Lloyd W. Bowers	Chicago, Ill.

## CONDENSED RETURNS OF RAILWAY COMPANIES.

## CHICAGO &amp; NORTH-WESTERN RAILWAY COMPANY—CONTINUED.

## PROPERTY OPERATED.

MILES OF COMPLETED ROAD JUNE 30, 1895.

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.
LINES CHARTERED AS OR CONSOLIDATED WITH CHICAGO & NORTHWESTERN RAILWAY COMPANY—								
Chicago to Council Bluffs	491.00	137.88	253.12					
Chicago to Council Bluffs	121.00	121.00						
Chicago to Freeport	9.40	9.40						
Geneva to Aurora	2.40	2.40						
Geneva to St. Charles	4.64	4.64						
Sycamore to Corland	51.04	25.32	25.72	15.22				
Egin to Williams Bay	76.75	76.75						
Belvidere to Spring Valley	4.94	4.94						
So. Branch Junction to River Chicago	73.95	73.95						
(Clinton to Anamosa quarry)	8.50	8.50						
Stanwood to Tipton	5.96	5.96						
Out-off near Cedar Rapids	50.09	50.09						
Des Moines to Jewell Junction	104.56	104.56						
Tama to Kimore	73.06	73.06						
Jewell Junction to Wall Lake Junction	145.28	145.28						
Eagle Grove to Hawarden	94.00	94.00						
Belle Plaine to Muchakinock	3.25	3.25						
Boone to Coal Banks	80.85	80.85						
Maple River Junction to Onawa	79.97	79.97						
Wall Lake to Norville	34.81	34.81						
Carroll to Kirkman	17.06	17.06						
Manning to Audubon	242.50	69.75	172.75					
Chicago to Fort Howard	3.63	3.63						
Appleton Water Power Extension	72.10	44.00	28.10					
Keosauqua to Rockford	5.20	5.20						
Chicago to Montrose	7.69	7.69						
Montrose to North Evanson	85.00	44.00	41.00					
Chicago to Milwaukee	82.64	82.64						
Waukegan to Fond du Lac	78.40	78.40						
Rushogan to Princeton	140.88	140.88						
Milwaukee to Montfort	65.34	10.30	55.04					
Montfort to Galea	30.50	30.50						
Montfort to Wood	4.00	4.00						
Isawich to Plattville	12.64	12.64						
Lancaster Junction to Lancaster	12.64	12.64						
Jenaville to Afton	227.80	21.00	206.80					
Belvidere to Winona	3.95	3.95						
Winona Junction to La Crosse	6.71	6.71						
Trempealeau to Galesville	15.68	15.68						
Excelsior to Janesville	202.64	49.45	153.19					
Fort Howard to Republic	10.44	10.44						
Clowrie to Michigan	1.25	1.25						
Powers to Watersmeet	104.30	18.75	85.55					
Stager to Crystal Falls	9.10	9.10						
Naranta to Metropolitan	34.86	34.86						
Branches to Sioux	42.27	42.27						
Off Main Line	4.44	4.44						
Off E. & L. S. Line	30.13	30.13						
Off Menominee River Line	13.06	13.06						
Crystal Falls to Hemlock Mine	34.22	34.22						
Off Ashland Division	21.90	21.90						
Industries off Ashland Division	259.13	319.54	69.59					
Lake Shore Junction to Ashland, Wis.	88.11	88.11						
Monroe Junction to Hurley, Wis.	23.10	23.10						
Two Rivers Junction to Two Rivers, Wis.	63.87	63.87						
Hortonville to Oak Creek, Wis.	17.27	17.27						
Eland Junction to Marshfield, Wis.	4.54	4.54						
North of Antigo to E. Bryant Switch	22.82	22.82						
Flint Junction to Harrison	1.91	1.91						
Parrish Junction to Parrish	3.47	3.47						
Watersmeet to Chouteau	12.97	12.97						
Interior Junction to Interior	2.60	2.60						
Craigmore to Robbins	1.34	1.34						
Hurley to End of Track	1.34	1.34						
Pointe River Junction to End of Track	1.34	1.34						
Extension through Section 34								
Total	3,782.20	995.97	1,163.12	1,503.64	521.19			



## CHICAGO &amp; NORTH-WESTERN RAILWAY COMPANY—CONTINUED.

## PROPERTY OPERATED—CONTINUED.

	Total.	Illinois.	Iowa.	Wisconsin.	Michigan.	Minnesota.	South Dakota.	North Dakota.
<b>PROPRIETARY LINES, VIZ.—</b>								
Princeton & Western Railway.....	16.66							
Valley Junction to Necedah.....				16.96				
Winona & St. Peter Railroad.....	448.48					288.36	34.48	
Winona to Watertown.....					3.75			
Mankato Junction to Mankato.....						24.40		
Sleepy Eye to Redwood Falls.....						24.40		
Richester to Zumbrota.....						24.40		
Eyota to Plainville.....						13.60		
Eyota to Chatfield.....						11.46		
Tracy to Dakota Line.....						46.40		
Dakota Central Railway.....	733.93							
Minnesota State Line to Pierre.....						259.11		
James Valley Junction to Oakes.....						117.67	14.28	
Watertown Junction to Watertown.....						43.80		
Watertown to Gettysburg.....						146.23		
Troquois to Haverden (St. Louis).....						125.49		
Centerville to Yankton.....						28.46		
Doland to Groton.....						28.84		
Total.....	1,188.47		16.06			414.00	744.13	14.28

## LEASED LINES, VIZ.—

St. Paul Eastern Grand Trunk Railway.....	60.02							
Clintonville to Oconto.....			54.00					
Spurs.....			4.02					
Total.....	60.02		58.02					

## RECAPITULATION.

Chartered or consolidated lines.....	3,765.29	503.97	1,163.12	1,561.51	521.19	47		
Proprietary lines.....	1,188.47			16.06		414.00	744.13	14.28
Leased lines.....	60.02			58.02				
Grand total.....	5,003.78	503.97	1,163.12	1,579.62	521.19	414.47	744.13	14.28

## CHICAGO, ST. PAUL, MINNEAPOLIS &amp; OMAHA RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Marvin Hughitt.....	Chicago, Ill.	Thomas Wilson.....	St. Paul, Minn.
David P. Kimball.....	Boston, Mass.	John A. Humbird.....	St. Paul, Minn.
Edwin W. Winter.....	St. Paul, Minn.	Albert Kemp.....	Chicago, Ill.
Byron L. Smith.....	Chicago, Ill.	Cornelius Vanderbilt.....	New York city, N. Y.
Chauncey M. Depew.....	New York city, N. Y.	Wm. K. Vanderbilt.....	New York city, N. Y.
Marvin L. Sykes.....	New York city, N. Y.	H. McK. Twombly.....	New York city, N. Y.
John M. Whitman.....	Chicago, Ill.		

## CHICAGO, ST. PAUL, MINNEAPOLIS &amp; OMAHA RY. CO.—CONTINUED.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	Marvin Hughitt.....	Chicago, Ill.
Vice-President.....	M. L. Sykes.....	New York city, N. Y.
Secretary.....	E. E. Woodman.....	Hudson, Wis.
Treasurer.....	M. L. Sykes.....	New York city, N. Y.
General Manager.....	E. W. Winter.....	St. Paul, Minn.
General Superintendent.....	W. A. Scott.....	St. Paul, Minn.
Assistant General Superintendent.....	James McCabe.....	St. Paul, Minn.
Division Superintendents.....	A. W. Trenholm.....	Spooner, Wis.
	H. Spencer.....	Mankato, Minn.
	H. S. Jaynes.....	Omaha, Neb.
Chief Engineer.....	C. W. Johnson.....	St. Paul, Minn.
Superintendent of Telegraph.....	H. C. Hope.....	Spooner, Wis.
Auditor.....	C. W. Teasdale.....	St. Paul, Minn.
General Passenger Agent.....	Jas. T. Clark.....	St. Paul, Minn.
General Freight Agent.....	Thos. Wilson.....	St. Paul, Minn.
General Solicitor.....		

## PROPERTY OPERATED.

1. Railroad line represented by capital stock: (a) Main line. (b) Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of road named.
	FROM—	TO—		
<b>1. a MAIN LINE.</b>				
C. St. P. M. & O. Ry.....	Elroy.....	St. Paul.....	198.37	
	Nor. Wis. Junction.....	Bayfield.....	178.34	
	Eau Claire.....	Spooner.....	81.51	
	Superior Junction.....	Itasca Street Switch.....	60.57	
	St. Paul.....	Le Mars.....	243.76	
	Mo. Riv. at Covington.....	Omaha.....	123.06	882.31
<b>1. b BRANCHES AND SPURS.</b>				
C. St. P. M. & O. Ry.....	St. Croix Draw Bridge.....	Stillwater Switch.....	4.50	
	Stillwater Junction.....	Stillwater.....	5.96	
	River Falls Junction.....	Ellsworth.....	24.80	
	Sordville.....	Marshfield.....	39.67	
	Ashland Junction.....	Ashland.....	4.28	
	Ashland Shore Line.....		1.33	
	West Eau Claire.....	Shaw's Mills.....	9.74	
	Fairchild.....	Mondovi.....	37.00	
	Menominee Junction.....	Menominee City.....	2.01	
	Menominee Junction.....	Cedar Falls.....	2.01	
	Lake Crystal.....	Elmore.....	43.48	
	Heron Lake.....	Pipestone.....	13.10	
	Sioux Falls Junction.....	Sioux Falls.....	130.72	
	Laverne.....	Door.....	28.00	
	Coburn Junction.....	Newcastle.....	25.00	
	Emerson.....	Norfolk.....	46.50	
	Wassfield.....	Harrington.....	39.78	
	Wayne.....	Bloomfield.....	43.14	529.45
<b>2. PROPRIETARY COMPANIES.</b>				
Superior Short Line Railway.....	Superior City.....	Connor's Point.....	8.25	
	Rice's Point.....	Duluth.....	2.60	10.86
<b>3. TRackage RIGHTS.</b>				
St. L. & N. P. R. R. (N. Y. R. R.).....	Rice's Point.....	Rice's Point.....	1.50	
Great Northern Railway.....	St. Paul.....	Minneapolis.....	11.40	
The Minneapolis & St. L. R. R. (N. Y. R. R.).....	Minneapolis.....	Meridian Junction.....	27.00	
Illinois Central Railroad.....	Sioux City.....	Sioux City.....	35.20	
Sioux City Bridge Co.....	Bridge across Mo. Riv. ....	and Tracks at S. City.....	3.90	
Sioux City & Pacific Railroad.....	Sioux City.....	S. City Bridge Track.....	.50	65.59
Total.....				1,492.33

## SIOUX CITY &amp; PACIFIC RAILROAD COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Marvin Hughtt.....	Chicago, Ill.	W. H. Stennett.....	Chicago, Ill.
Albert Keep.....	Chicago, Ill.	David P. Kimball.....	Boston, Mass.
M. L. Sykes.....	New York, N. Y.	John M. Whitman.....	Chicago, Ill.
M. M. Kirkman.....	Chicago, Ill.	J. B. Redfield.....	Chicago, Ill.
W. H. Newman.....	Chicago, Ill.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	Marvin Hughtt.....	Chicago, Ill.
Vice-President.....	Martin L. Lykes.....	New York, N. Y.
Secretary.....	Joseph B. Redfield.....	Chicago, Ill.
Treasurer.....	Marshall M. Kirkman.....	Chicago, Ill.
General Manager.....	Horace G. Hurt.....	Omaha, Neb.
General Superintendent.....	Charles C. Hughes.....	Omaha, Neb.
Division Superintendent.....	Henry C. Mahanna.....	Fremont, Neb.
Chief Engineer.....	John B. Berry.....	Omaha, Neb.
Superintendent of Telegraph.....	William P. McFarlane.....	Omaha, Neb.
Auditor.....	Joseph B. Redfield.....	Chicago, Ill.
General Passenger Agent.....	John R. Buchanan.....	Omaha, Neb.
General Freight Agent.....	Kingsley C. Morehouse.....	Omaha, Neb.
General Counsel.....	Lloyd W. Bowers.....	Chicago, Ill.

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of risk named.
	FROM—	TO—		
Sioux City & Pacific R. R. Co....	Sioux City, Iowa.....	Fremont, Neb.....	101.58	
	Missouri Valley, Iowa.....	California Jct., Iowa.....	5.84	
Total main line represented by capital stock.....				107.42

## CHICAGO, SANTA FE &amp; CALIFORNIA RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
J. B. Morrison.....	Fort Madison, Iowa.	A. P. Walker.....	Chicago, Ill.
Geo. R. Peck.....	Chicago, Ill.	J. J. McCook.....	New York, N. Y.
Nelson Morris.....	Chicago, Ill.	Norman Williams.....	Chicago, Ill.
C. B. Farwell.....	Chicago, Ill.	J. C. Johnson.....	Topeka, Kan.
D. L. Gallup.....	Chicago, Ill.	D. B. Robinson.....	Chicago, Ill.
B. P. Cheney, Jr.....	Boston, Mass.	Edison Keith.....	Chicago, Ill.
Alden Speare.....	Boston, Mass.		

## CHICAGO, SANTA FE &amp; CALIFORNIA RAILWAY CO.—CONTINUED.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	None.	
Vice-President.....	D. B. Robinson.....	Chicago, Ill.
Secretary and Treasurer.....	D. L. Gallup.....	Chicago, Ill.
Assistant General Superintendent.....	None.	
Assistant Secretary.....	L. C. Deming.....	Boston, Mass.
Assistant Treasurer.....	E. Wilder.....	Topeka, Kan.
General Auditor.....	G. L. Goodwin.....	Boston, Mass.
Assistant General Auditor.....	W. K. Gillett.....	Chicago, Ill.
Chief Engineer.....	W. A. Burroughs.....	Chicago, Ill.
Auditor.....	James Dun.....	Topeka, Kan.
Comptroller.....	S. L. Crim.....	Chicago, Ill.
General Counsel.....	J. D. Whitehead.....	Boston, Mass.
General Solicitor.....	J. J. McCook.....	New York, N. Y.
Receiver.....	Geo. R. Peck.....	Chicago, Ill.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock: *a* Main line. *b* Branches and spurs.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of risk named.
	FROM—	TO—		
1. CHICAGO, SANTA FE & CAL— <i>a</i> Main line.....	Crawford Ave. Ill.....	Big Blue Junc. Mo.....	498.57	
<i>b</i> Branch.....	Ancona, Ill.....	Streator Junc., Ill.....	53.40	
	Pekin Junction, Ill.....	Pekin, Ill.....		499.97
2. Miss River R. R. & Toll B.....	Bridge and appr'ches	over Mississippi river.	.61	
The Sibley Bridge.....	Bridge and appr'ches	over Missouri river.	.76	1.37
3. A. T. & S. F. R. R. in Chicago.....	Terminal facilities in Chicago.....		3.62	2.15
Chicago & Grand T. Jct. Ry.....			4.84	
Chicago & Western Ind. R. R.....			5.91	
Toledo, Peoria & W. B. R.....	Streator Junction, Ill.	Pekin Junction, Ill.....		
Kansas City Belt Railway.....	Big Blue Junc'n, Mo.	Kansas City, Mo.....	6.44	20.81
Total.....				515.27

## CROOKED CREEK RAILROAD &amp; COAL COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
W. C. Willson.....	Webster City, Iowa.	C. T. Burnham.....	Milwaukee, Wis.
E. E. Willson.....	Webster City, Iowa.	A. K. Hamilton.....	Milwaukee, Wis.
J. M. Funk.....	Webster City, Iowa.	Mrs. E. L. Hanson.....	Chicago, Ill.
John Q. Burnham.....	Milwaukee, Wis.		



## CROOKED CREEK RAILROAD &amp; COAL COMPANY—CONTINUED.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	W. C. Willson.....	Webster City, Iowa.
Vice-President.....	John Q. Burnham.....	Milwaukee, Wis.
Secretary.....	J. M. Funk.....	Webster City, Iowa.
Treasurer.....	J. M. Funk.....	Webster City, Iowa.
General Manager.....	Samuel McClure.....	Lehigh, Iowa.
Auditor.....	C. M. Kellogg.....	Lehigh, Iowa.
General Passenger Agent.....	E. E. Willson.....	Lehigh, Iowa.
General Freight and Ticket Agent.....	E. E. Willson.....	Lehigh, Iowa.

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.
	FROM—	TO—	
Crooked Creek Railroad & Coal Co.....	End of track, Lehigh, Border Plains, Iowa.	Webster City, Iowa. Judd, Iowa.	17.61 4.80
Total.....			22.41

## DES MOINES NORTHERN &amp; WESTERN RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
F. M. Hubbell.....	Des Moines, Iowa.	E. P. Ripley.....	Chicago, Ill.
F. C. Hubbell.....	Des Moines, Iowa.	A. J. Earling.....	Chicago, Ill.
A. B. Cummins.....	Des Moines, Iowa.	P. M. Myers.....	Chicago, Ill.
H. D. Thompson.....	Des Moines, Iowa.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	F. M. Hubbell.....	Des Moines, Iowa.
Vice-President.....	F. C. Hubbell.....	Des Moines, Iowa.
Secretary.....	A. N. Denman.....	Des Moines, Iowa.
Treasurer.....	H. D. Thompson.....	Des Moines, Iowa.
General Superintendent.....	F. C. Hubbell.....	Des Moines, Iowa.
Superintendent of Telegraph.....	F. Horton.....	Des Moines, Iowa.
Auditor.....	W. J. Sonder.....	Des Moines, Iowa.
General Passenger Agent.....	J. N. Tittemore.....	Des Moines, Iowa.
General Freight Agent.....	J. N. Tittemore.....	Des Moines, Iowa.
General Solicitor.....	A. B. Cummins.....	Des Moines, Iowa.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock: b Branches and spurs.  
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of rds. named.
	FROM—	TO—		
1. Des Moines Northern & W.....	Des Moines, Iowa.....	Boone, Iowa.....	42.20	
5. Des Moines Union Ry.....	Clive, Iowa.....	Fonda, Iowa.....	167.70	150.00
	Terminals at Des Moines, Iowa.....		1.00	1.00
Total.....				151.00

## DUBUQUE &amp; SIOUX CITY RAILROAD COMPANY.

## DIRECTORS.

NAME.	PO-TOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Stoyvesant Fish.....	Chicago, Ill.	M. M. Walker.....	Dubuque, Iowa.
E. T. H. Gibson.....	New York, N. Y.	F. D. Stout.....	Dubuque, Iowa.
J. T. Harahan.....	Chicago, Ill.	J. W. Conchar.....	Dubuque, Iowa.
E. H. Harriman.....	New York, N. Y.	O. O. Tolerton.....	SiouX City, Iowa.
S. V. E. Conger.....	New York, N. Y.	W. H. Torbert.....	Dubuque, Iowa.
J. C. Wellington.....	Chicago, Ill.	A. H. Loomis.....	Port Dodge, Iowa.
G. W. Mitchell.....	Dubuque, Iowa.	S. L. Dows.....	Cedar Rapids, Iowa.
J. V. Rider.....	Dubuque, Iowa.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	Stoyvesant Fish.....	Chicago, Ill.
Vice-President.....	J. C. Wellington.....	Chicago, Ill.
Second Vice-President.....	E. C. Woodruff.....	Elizabeth, N. Y.
Secretary.....	A. G. Hackstaff.....	New York, N. Y.
Treasurer.....	E. T. H. Gibson.....	New York, N. Y.
Asst. Secy. and Asst. Treas.....	G. H. Booth.....	Dubuque, Iowa.
Local Treasurer.....	J. F. Titus.....	Chicago, Ill.
General Superintendent.....	A. W. Sullivan.....	Chicago, Ill.
Assistant General Superintendent.....	J. G. Hartigan.....	Chicago, Ill.
Division Superintendents.....	F. B. Harriman.....	Dubuque, Iowa.
	C. K. Dixon.....	Cherokee, Iowa.
Traffic Manager.....	T. J. Hudson.....	Chicago, Ill.
Assistant Traffic Manager.....	M. C. Markham.....	Chicago, Ill.
Chief Engineer.....	J. F. Wallace.....	Chicago, Ill.
Superintendent of Telegraph.....	J. M. Dugan.....	Chicago, Ill.
Auditor of Freight Receipts.....	F. Fairman.....	Chicago, Ill.
Auditor of Disbursements.....	A. D. Joslin.....	Chicago, Ill.
Auditor of Passenger Receipts.....	I. Anderson.....	Chicago, Ill.
General Passenger Agent.....	A. H. Hanson.....	Chicago, Ill.
General Freight Agent.....	W. E. Koopers.....	Chicago, Ill.
General Solicitor.....	James Fentress.....	Chicago, Ill.
Counsel.....	H. F. Ayer.....	Chicago, Ill.
Attorneys.....	W. J. Knight.....	Dubuque, Iowa.
	J. F. Duncombe.....	Fr. Dodge, Iowa.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock: a Main line  
b Branches and spurs.  
3. Line operated under lease for specified sum.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of rds. named.
	FROM—	TO—		
1. a Dubuque & Sioux City RR.....	Dubuque, Iowa.....	Sioux City, Iowa.....		225.50
b Dubuque & Sioux City RR.....	Manchester, Iowa.....	Cedar Rapids, Iowa.....	41.85	
	Cherokee, Iowa.....	Osawa, Iowa.....	59.10	
	Cherokee, Iowa.....	Sioux Falls, S. D.....	96.48	
3. Cedar Falls & Minnesota RR.....	Cedar Falls Junc., Ia.	Minnesota State Line.....		197.45
Total.....				569.50

## DES MOINES UNION RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
F. C. Hubbell.....	Des Moines, Iowa.	A. B. Cummins.....	Des Moines, Iowa.
P. M. Hubbell.....	Des Moines, Iowa.	L. M. Martin.....	Marshalltown, Iowa.
H. D. Thompson.....	Des Moines, Iowa.	G. M. Dodge.....	New York, N. Y.
A. N. Denman.....	Des Moines, Iowa.	C. M. Hays.....	St. Louis, Mo.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	F. C. Hubbell.....	Des Moines, Iowa.
Vice-President.....	A. B. Cummins.....	Des Moines, Iowa.
Secretary.....	P. M. Hubbell.....	Des Moines, Iowa.
Treasurer.....	H. D. Thompson.....	Des Moines, Iowa.
General Superintendent.....	J. A. Wagner.....	Des Moines, Iowa.
Auditor.....	E. G. Mitchell.....	Des Moines, Iowa.
General Solicitor.....	A. B. Cummins.....	Des Moines, Iowa.

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line operated on roads named.
	FROM—	TO—		
Des Moines Union Railway Co....	Des Moines, Iowa....	Des Moines, Iowa....	2.70	2.70
Total.....			2.70	2.70

## HUMESTON &amp; SHENANDOAH RAILROAD COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
James F. How.....	St. Louis, Mo.	W. W. Baldwin.....	Burlington, Iowa.
Charles M. Hays.....	St. Louis, Mo.	H. B. Scott.....	Burlington, Iowa.
George S. Grover.....	St. Louis, Mo.	H. E. Jarvis.....	Burlington, Iowa.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	James F. How.....	St. Louis, Mo.
Secretary.....	E. C. Murphy.....	Clarinda, Iowa.
Treasurer.....	W. W. Baldwin.....	Burlington, Iowa.
General Manager.....	E. C. Murphy.....	Clarinda, Iowa.
Auditor and Assistant Treasurer.....	J. H. Ellis.....	Clarinda, Iowa.
General Passenger Agent.....	H. S. Nelson.....	Clarinda, Iowa.
General Freight Agent.....	H. S. Nelson.....	Clarinda, Iowa.

## HUMESTON &amp; SHENANDOAH RAILROAD COMPANY—CONTINUED.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock.
2. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line operated on roads named.
	FROM—	TO—		
1. Humeston & Shenandoah R.R.	Van Wert, Iowa.....	Shenandoah, Iowa.....	95.45	95.45
5. Keokuk & Western Railroad.	Humeston, Iowa.....	Van Wert, Iowa.....	17.06	17.06
Total.....			112.51	112.51

## IOWA CENTRAL RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Russell Sage.....	New York, N. Y.	E. H. Perkins, Jr.....	New York, N. Y.
E. E. Chase.....	New York, N. Y.	Rafes H. Sage.....	Chicago, Ill.
H. J. Morse.....	New York, N. Y.	Gen. F. M. Drake.....	Centerville, Iowa.
G. E. Taintor.....	New York, N. Y.	Col. L. M. Martin.....	Marshalltown, Iowa.
W. E. Strong.....	New York, N. Y.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	Russell Sage.....	New York, N. Y.
Vice-President.....	E. E. Chase.....	New York, N. Y.
Secretary and Treasurer.....	George H. Morse.....	New York, N. Y.
Local Treasurer.....	T. J. Fletcher.....	Marshalltown, Iowa.
General Manager.....	L. M. Martin.....	Marshalltown, Iowa.
General Superintendent.....	C. W. Huntington.....	Marshalltown, Iowa.
Assistant Superintendent.....	W. H. Voorhies.....	Marshalltown, Iowa.
Superintendent of Telegraph.....	R. C. Falls.....	Marshalltown, Iowa.
General Auditor.....	H. Gabelman.....	Marshalltown, Iowa.
General Passenger Agent.....	T. P. Barry.....	Marshalltown, Iowa.
General Freight Agent.....	E. C. Palmer, Jr.....	Marshalltown, Iowa.
General Solicitor.....	A. C. Daly.....	Marshalltown, Iowa.



## IOWA CENTRAL RAILWAY COMPANY—CONTINUED.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock <sup>(a)</sup> Main line.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of rds. named.
	FROM—	TO—		
1. <sup>a</sup> Main line.....	Albia, Iowa.....	Manly Junction, Ia.....	178.101	
	Oskaloosa, Iowa.....	Mississippi River.....	18.127	
	Mississippi River.....	Iowa Junction, Ill.....	88.659	351.887
	Hampton, Iowa.....	Belmond, Iowa.....	22.253	
	Minerva Junction, Ia.....	Story City, Iowa.....	34.510	
	Newburg, Iowa.....	State Center, Iowa.....	36.640	
	G. & M. Junction, Ia.....	Montezuma, Iowa.....	13.612	
	New Sharon, Iowa.....	Newton, Iowa.....	47.745	
	Lynville Junction, Ia.....	Lynville, Iowa.....	2.500	
	Carbon Junction, Ia.....	Carbonado, Iowa.....	2.431	
2. None.....				
3. Klettsburg Bridge Co.....	Across Miss. River at	Klettsburg.....	2.570	2.570
4. None.....				
5. Peoria & Pekin Union Ry. Co.....	Iowa Junction, Ill.....	Peoria, Ill.....	3.500	3.500
Total.....				497.001

## IOWA NORTHERN RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
T. H. Griggs.....	Davenport, Iowa.	Robert Ryan.....	Lincoln, Neb.
J. S. Wylie.....	Davenport, Iowa.	G. A. Goodrich.....	Colfax, Iowa.
D. Ryan.....	Newton, Iowa.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	J. S. Wylie.....	Davenport, Iowa.
Vice-President.....	D. Ryan.....	Newton, Iowa.
Secretary.....	Geo. A. Goodrich.....	Colfax, Iowa.
Treasurer.....	Geo. A. Goodrich.....	Colfax, Iowa.
General Superintendent.....	G. A. Goodrich.....	Colfax, Iowa.
General Solicitor.....	W. O. McElroy.....	Newton, Iowa.

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of rds. named.
	FROM—	TO—		
Iowa Northern Railway.....	Colfax, Iowa.....	Valeria, Iowa.....	5.93	
	Jule Junction, Iowa.....	Black Crook Mine, Ia.....	1.00	
Total.....				6.93

## KEOKUK &amp; WESTERN RAILROAD COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
T. De Witt Cuyler.....	Phil. Pa., Drexel bldg.	W. H. Gebbard.....	New York, 44 Pine St.
G. H. Candee.....	Lowell, Mass.	Gen. F. M. Drake.....	Centerville, Iowa.
Benj. Strong.....	New York, 44 Pine St.	A. C. Goodrich.....	Keokuk, Iowa.
Francis Paton.....	New York, 44 Pine St.	F. T. Hughes.....	Keokuk, Iowa.
Benj. Graham.....	New York, 44 Pine St.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President and General Counsel.....	F. T. Hughes.....	Keokuk, Iowa.
Vice-President.....	T. De Witt Cuyler.....	Philadelphia, Pa.
Secretary and Assistant Treas.....	J. F. Elder.....	Keokuk, Iowa.
Treasurer and Assistant Sec.....	Chas. M. Jeap.....	New York city.
General Manager.....	A. C. Goodrich.....	Keokuk, Iowa.
Chief Engineer.....	A. C. Goodrich.....	Keokuk, Iowa.
Superintendent of Telegraph.....	J. P. Boyle.....	Keokuk, Iowa.
Auditor.....	J. F. Elder.....	Keokuk, Iowa.
General Passenger Agent.....	J. F. Elder.....	Keokuk, Iowa.
General Freight Agent.....	A. McCrae.....	Keokuk, Iowa.
General Solicitor.....	T. De Witt Cuyler.....	Philadelphia, Pa.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock <sup>(a)</sup> Main line.
2. Proprietary companies whose entire capital stock is owned by this company.
3. Line operated under lease for specified sum.
4. Line operated under contract, or where the rental is contingent upon earnings or other considerations.
5. Line operated under trackage rights

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line for each class of rds. named.
	FROM—	TO—		
1. Keokuk & Western Railroad.....	Alexandria, Mo.....	Van Wert, Iowa.....	142.7064	
2. None.....				
3. St. Louis, K & N.W. Railroad.....	Keokuk, Iowa.....	Alexandria, Mo.....	5.1750	
4. Total.....				147.8814

## MASON CITY &amp; FT. DODGE RAILROAD COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
James J. Hill.....	St. Paul, Minn.	M. C. Healion.....	St. Paul, Minn.
David C. Shepard.....	St. Paul, Minn.	Hamilton Browne.....	Ft. Dodge, Iowa.
James N. Hill.....	St. Paul, Minn.		

## MASON CITY &amp; FORT DODGE RAILROAD COMPANY—CONTINUED.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	M. C. Heaton.....	St. Paul, Minn.
Secretary.....	S. T. Meservey.....	Ft. Dodge, Iowa.
Treasurer.....	S. T. Meservey.....	Ft. Dodge, Iowa.
Gen. Manager and Asst. Treasurer.....	C. M. Hurdick.....	Ft. Dodge, Iowa.
Superintendent of Telegraph.....	C. M. Hurdick.....	Ft. Dodge, Iowa.
Auditor.....	R. W. Eager.....	Ft. Dodge, Iowa.
General Passenger Agent.....	James Mahoney.....	Ft. Dodge, Iowa.
General Freight Agent.....	James Mahoney.....	Ft. Dodge, Iowa.

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road owned.
	FROM—	TO—	
Mason City & Ft. Dodge Railroad.....	Mason City, Iowa.....	Lehigh, Iowa.....	88.4
	Carbon Junc., Iowa.....	Coalville, Iowa.....	3.6
Total.....			92.0

## MINNEAPOLIS &amp; ST. LOUIS RAILROAD COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Wm. L. Bull.....	New York, N. Y.	J. Kennedy Tod.....	New York, N. Y.
Edwin Hawley.....	New York, N. Y.	August Belmont.....	New York, N. Y.
Rich'd B. Hartshorne.....	New York, N. Y.	F. E. Palmer.....	New York, N. Y.
Wm. Strauss.....	New York, N. Y.	E. S. Isham.....	Chicago, Ill.
W. A. Reid.....	New York, N. Y.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	Wm. L. Bull.....	New York, N. Y.
Vice-President.....	Edwin Hawley.....	New York, N. Y.
Secretary.....	Joseph Gaskill.....	Minneapolis, Minn.
Treasurer.....	Richard B. Hartshorne.....	New York, N. Y.
General Manager.....	A. L. Mohler.....	Minneapolis, Minn.
General Superintendent.....	T. E. Clarke.....	Minneapolis, Minn.
Assistant Superintendent.....	H. S. Holm.....	Fort Dodge, Iowa.
Chief Engineer.....	Wm. Crooks.....	Minneapolis, Minn.
Superintendent of Telegraph.....	W. F. Fox.....	Minneapolis, Minn.
Auditor.....	O. C. Post.....	Minneapolis, Minn.
General Passenger Agent.....	A. B. Curtis.....	Minneapolis, Minn.
General Freight Agent.....	W. M. Hopkins.....	Minneapolis, Minn.
General Solicitor.....	Albert E. Clarke.....	Minneapolis, Minn.
General Counsel.....	Wm. Strauss.....	New York, N. Y.
Assistant General Freight Agent.....	R. G. Brown.....	Minneapolis, Minn.

## MINNEAPOLIS &amp; ST. LOUIS RAILROAD COMPANY—CONTINUED.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock; <sup>a</sup> Main line.  
Line operated under contract, or where the rental is contingent upon earnings or other considerations.

NAME.	TERMINALS.		Miles of line for each class of line owned.	Miles of line for each class of line managed.
	FROM—	TO—		
1 a The Minn. & St. L. R. R. Co.	Minneapolis, Minn.....	Angus, Iowa.....	261.54	261.54
1 b	Hopkins, Minn.....	Morton, Minn.....	92.87	
	Waukegan, Minn.....	Lake Park, Minn.....	1.45	
	Rulo Junction, Iowa.....	Rulo, Iowa.....	1.40	57.13
4 St. Paul & Nor. Pac. R. R. Co.	St. Paul, Minn.....	Minneapolis, Minn.....	11.00	11.00
Total.....			569.76	380.76

## MISSISSIPPI RIVER RAILROAD &amp; TOLL BRIDGE COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Adace F. Walker.....	Chicago, Ill.	D. L. Gallup.....	Chicago, Ill.
Edward King.....	New York, N. Y.	Chas. H. Peters.....	Ft. Madison, Iowa.
Geo. E. King.....	Chicago, Ill.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	Adace F. Walker.....	Chicago, Ill.
Vice-President.....	D. B. Robinson.....	Chicago, Ill.
Secretary and Treasurer.....	D. L. Gallup.....	Chicago, Ill.
Assistant Secretary.....	L. C. Deming.....	Boston, Mass.
Assistant Secretary.....	E. Wilder.....	Topeka, Kan.
Assistant Treasurer.....	George L. Goodwin.....	Boston, Mass.
General Counsel.....	John J. McCook.....	New York, N. Y.
General Solicitor.....	George E. Peck.....	Chicago, Ill.
General Auditor.....	W. K. Gillett.....	Chicago, Ill.
Assistant General Auditor.....	W. A. Burroughs.....	Chicago, Ill.
Auditor.....	S. L. Crim.....	Boston, Mass.
Controller.....	John P. Whitehead.....	Boston, Mass.
Chief Engineer.....	James Dan.....	Topeka, Kan.

## OMAHA &amp; ST. LOUIS RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Henry W. Eaton.....	New York city.	George Warren Smith.....	New York city.
James H. Smith.....	New York city.	Charles G. Thompson.....	New York city.
Edward W. Sheldon.....	New York city.	Walter Bond.....	New York city.



## OMAHA &amp; ST. LOUIS RAILWAY COMPANY—CONTINUED.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	James H. Smith	New York city.
Vice-President	Henry W. Eaton	New York city.
Secretary	T. B. Were	New York city.
Treasurer	Henry W. Eaton	New York city.
General Superintendent	A. E. Buchanan	St. Louis, Mo.
Superintendent of Telegraph	G. C. Kinsman	Decatur, Ill.
Auditor	W. L. Hedison	Council Bluffs, Iowa.
General Solicitor	Theodore Sheldon	Chicago, Ill.
Receiver	J. F. Barnard	Council Bluffs, Iowa.

## PROPERTY OPERATED.

NAME.	TERMINALS.	
	FROM—	TO—
Omaha & St. Louis Railway	Council Bluffs, Iowa.	Pattonsburg, Mo.
Total		145

## SIOUX CITY &amp; NORTHERN RAILROAD COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Ed. Haakinson	Sioux City, Iowa.	M. D. Grover	St. Paul, Minn.
John Hornick	Sioux City, Iowa.	W. E. Dodge	Minneapolis, Minn.
Craig L. Wright	Sioux City, Iowa.	Clarkson Lindsey	Minneapolis, Minn.
J. P. Wall	Sioux City, Iowa.	E. H. Hubbard	Sioux City, Iowa.
W. P. Clough	St. Paul, Minn.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
Vice-President	Ed. Haakinson	Sioux City, Iowa.
Secretary	Samuel J. Beals	Sioux City, Iowa.
Treasurer	Samuel J. Beals	Sioux City, Iowa.
Superintendent of Telegraph	T. W. Ackley	Sioux City, Iowa.
Auditor for Receivers	John K. Lee	Sioux City, Iowa.
General Passenger Agent	W. R. McNider	Sioux City, Iowa.
General Freight Agent	W. R. McNider	Sioux City, Iowa.
Receivers	Warwick Hough	St. Louis, Mo.
Treasurer for Receivers	Samuel J. Beals	Sioux City, Iowa.
	George Walter Onley	Sioux City, Iowa.

## PROPERTY OPERATED.

1. Railroad line represented by capital stock.
2. Proprietary companies whose entire capital stock is owned by this company.

NAME.	TERMINALS.	
	FROM—	TO—
1. Sioux City & Northern R. R.	Sioux City, Iowa.	Garretson, S. D.
2. Sioux City T. R. R. & W. Co.	Div. St. Sioux City	Doug. St. Sioux City.
Total		96.00 92.00
		1.24 1.23
		97.24 93.23

## TABOR &amp; NORTHERN RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Wm. Brooks	Tabor, Iowa.	A. T. West	Tabor, Iowa.
A. S. Prouty	Tabor, Iowa.	Thomas McClelland	Forest Grove, Oregon.
H. T. Woods	Tabor, Iowa.	J. E. Todd	Vermillion, S. Dakota.
J. M. Harbours	Tabor, Iowa.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	W. M. Brooks	Tabor, Iowa.
Vice-President	B. C. Hughes	Tabor, Iowa.
Secretary	H. T. Woods	Tabor, Iowa.
Treasurer	J. M. Harbours	Tabor, Iowa.
General Manager	A. T. West	Tabor, Iowa.
General Superintendent	A. S. Prouty	Tabor, Iowa.
Auditor	J. C. Tipple	Tabor, Iowa.
General Passenger Agent	A. S. Prouty	Tabor, Iowa.

## PROPERTY OPERATED.

NAME.	TERMINALS.	
	FROM—	TO—
Tabor & Northern	Tabor, Iowa.	Malvern, Iowa
Total		8.79

## WABASH RAILROAD COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
O. D. Ashley	New York, N. Y.	Edwin Gould	New York, N. Y.
Geo. J. Gould	New York, N. Y.	Thos. B. Hubbard	New York, N. Y.
Edgar T. Wells	New York, N. Y.	John T. Terry	New York, N. Y.
H. K. McIlhenny	New York, N. Y.	Russell Sage	New York, N. Y.
O. J. Lawrence	New York, N. Y.	C. C. Macrae	London, England.
P. B. Wyckoff	New York, N. Y.	Francis Pavy	London, England.
S. C. Reynolds	Toledo, Ohio.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President	O. D. Ashley	New York city, N. Y.
Vice-Presidents	Edgar T. Wells	New York city, N. Y.
Secretary	Chas. M. Hays	St. Louis, Mo.
Treasurer	J. C. Otis	New York city, N. Y.
General Manager	F. L. O'Leary	St. Louis, Mo.
General Superintendent	Chas. M. Hays	St. Louis, Mo.
Division Superintendents	H. L. Mudge	St. Louis, Mo.
	E. A. Gould	Pera, Ind.
	J. S. Goodrich	Chicago, Ill.
Chief Engineer	F. H. McGuigan	Kansas City, Mo.
Superintendent of Telegraph	W. S. Lincoln	St. Louis, Mo.
Auditor	G. C. Kinsman	Decatur, Ill.
General Passenger Agent	D. B. Howard	St. Louis, Mo.
General Freight Agent	C. S. Crane	St. Louis, Mo.
General Solicitor	S. B. Knight	St. Louis, Mo.
	Wells H. Blodgett	St. Louis, Mo.

## WABASH RAILROAD COMPANY—CONTINUED.

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each road named.	Miles of line of each named of 2000, named.
	FROM—	TO—		
LINES OWNED.				
The Wabash Railroad.....	Toledo.....	East Hannibal.....	462.3	
	Bluffs.....	Camp Point.....	39.4	
	Clayton.....	Elvaston.....	31.5	
	Decatur.....	East St. Louis.....	119.2	
	Edwardsville.....	Edwardsville Cross g.....	8.5	
	Auburn Junction.....	Effingham.....	205.4	
	Shumway.....	Altamont.....	10.3	
	Fairbury.....	Streator.....	31.5	
	Delray.....	Butler.....	109.9	
	Montpelier.....	Clarke Junction.....	149.7	
	St. Louis, Logan Ave. St. Louis, Carr Street	Harlem.....	274.8	
	Moberly.....	Ferguson.....	10.5	
	Salisbury.....	Ottumwa.....	131.2	
		Glasgow.....	15.5	
			1,504.0	
LINES LEASED.				
Louisiana & Pike Co. Railroad.....	Pittsfield Junction.....	Pittsfield.....	6.1	
Eel River Railroad.....	Butler.....	Logansport.....	91.2	
Peru & Detroit Railway Co.....	Chill.....	Peru.....	9.5	
Brunswick & Chillicothe R. R. St. Louis, Council R. & O. R. R.	Brunswick.....	Chillicothe.....	38.2	
Boone Co. & Booneville Railroad	Chillicothe.....	Pattonsburg.....	41.4	
	Centralia.....	Columbia.....	21.6	
			211.0	
LINES OPERATED UNDER JOINT TRUCKAGE ARRANG. WEST.				
Chicago, Harling & Quincy R.R.	Camp Point.....	Quincy.....	21.8	
Toledo, Peoria & Western R. R.	Elvaston.....	Hannibal.....	6.5	
Chicago & Western Indiana R.R.	Chicago.....	Auburn Junction.....	8.0	
Toledo, Peoria & Western R. R.	Forrest.....	Fairbury.....	9.5	
Detroit Union Depot & Station Co. and Fort Street U. D. Co.	Detroit, Union Depot.....	Delray.....	4.6	
Chicago & Calumet Terminal R.R.	Clarke Junction.....	State Line (Ind. & Ill.).....	9.7	
Chicago & Western Indiana R.R.	State Line (Ind. & Ill.).....	Auburn Junction.....	11.8	
Terminal R.R. Ass'n of St. Louis	St. Louis U. D.....	Twenty-third Street.....	7.7	
Hannibal & St. Joseph R. R.	Harlem.....	Kansas City.....	1.5	
Chicago, Rock Island & P. R. R.	Ottumwa.....	Harvey.....	38.0	
Missouri Pacific Railroad.....	St. Louis, Olive Street.....	Carr Street.....	5.5	
			104.7	
LINES BELONGING TO PURCHASING COMMITTEE.				
Attica, Covington & South R.R.	Attica.....	Covington.....	14.8	
Champaign Branch.....	Champaign.....	Des Moines.....	11.7	
Des Moines & St. Louis R. R.....	Harvey.....	Des Moines.....	43.4	
			69.9	
Total mileage operated.....			1,979.6	

NOTE.—In addition to the above joint trackage arrangements, this Company has an arrangement with the Missouri, Kansas & Texas railroad whereby it runs its passenger trains over the track of the Missouri, Kansas & Texas railroad between Hannibal and Moberly, a distance of 70 miles.

\* The line from Attica to Harvey, 23.4 miles, is not now being operated and the mileage is not included above. This is a part of the Des Moines & St. Louis R. R. and belongs to the purchasing committee.

## WABASH RAILROAD COMPANY—CONTINUED.

## STATEMENT SHOWING MILES OF ROAD OPERATED IN EACH STATE.

DESCRIPTION OF LINES.		Michigan.	Ohio.	Indiana.	Illinois.	Missouri.	Iowa.	Total.
FROM—	TO—							
LINES EAST OF THE MISSISSIPPI RIVER.								
Toledo.....	East Hannibal.....	75.7	166.8	219.8				462.3
Bluffs.....	Camp Point.....			39.4				39.4
Camp Point.....	Quincy.....			21.8				21.8
Clayton.....	Elvaston.....			31.5				31.5
Elvaston.....	Hannibal.....			6.5				6.5
Pittsfield Junction.....	Pittsfield.....			6.1				6.1
Attila.....	Covington.....			14.8				14.8
Sidney.....	Champaign.....			11.7				11.7
Decatur.....	East St. Louis.....			119.2				119.2
Edwardsville.....	Edwardsville Crossing.....			8.5				8.5
Chicago.....	Auburn Junction.....			8.0				8.0
Auburn Junction.....	Effingham.....			205.4				205.4
Shumway.....	Altamont.....			10.3				10.3
Forrest.....	Fairbury.....			9.5				9.5
Fairbury.....	Streator.....			31.5				31.5
Detroit, Union Depot.....	Delray.....	4.6						4.6
Delray.....	Butler.....	75.9	28.9	5.1				109.9
Butler.....	Logansport.....			91.2				91.2
Chili.....	Peru.....			9.5				9.5
Montpelier.....	Clarke Junction.....	10.3	139.4					149.7
Clarke Junction.....	State Line (Ind. & Ill.).....			5.7				5.7
State Line (Ind. & Ill.).....	Auburn Junction.....			11.8				11.8
Total lines east.....		80.5	114.9	435.5	731.0			1,361.9
LINES WEST OF THE MISSISSIPPI RIVER.								
St. Louis Union Depot.....	Twenty-third Street.....					7		7
St. Louis, Tarry Ave.....	Harlem.....					274.8		274.8
Harlem.....	Kansas City.....					1.5		1.5
St. Louis, Carr Street.....	Ferguson.....					10.5		10.5
St. Louis, Olive Street.....	Carr Street.....					38.0		38.0
Moberly.....	Ottumwa.....					87.9	43.3	131.2
Ottumwa.....	Harvey.....						38.0	38.0
Harvey.....	Des Moines.....						63.4	63.4
Brunswick.....	Chillicothe.....						38.2	38.2
Chillicothe.....	Pattonsburg.....						41.4	41.4
Centralia.....	Columbia.....						21.6	21.6
Salisbury.....	Glasgow.....						15.5	15.5
Total lines west.....						493.0	124.7	617.7
Total all lines.....		80.5	114.9	435.5	731.0	493.0	124.7	1,979.6

## WINONA &amp; WESTERN RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Royal D. Cone.....	Winona, Minn.	Mathew G. Norton.....	Winona, Minn.
Earl S. Yeomans.....	Winona, Minn.	Wm. H. Laird.....	Winona, Minn.
Charles Horton.....	Winona, Minn.	C. H. Lamberton.....	Winona, Minn.
Verazano Simpson.....	Winona, Minn.	S. W. Hamilton.....	Winona, Minn.
H. W. Lamberton.....	Winona, Minn.		



## WINONA &amp; WESTERN RAILWAY COMPANY—CONTINUED.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	H. W. Lamberton.....	Winona, Minn.
Vice-President.....	Verazano Simpson.....	Winona, Minn.
Secretary.....	Thomas Simpson.....	Winona, Minn.
Treasurer.....	M. G. Norton.....	Winona, Minn.
Assistant Treasurer.....	R. S. Johnson.....	Winona, Minn.
General Superintendent.....	John J. Mahoney.....	Winona, Minn.
Chief Engineer.....	G. M. Willis.....	Winona, Minn.
General Passenger Agent.....	J. J. Mahoney.....	Winona, Minn.
General Freight Agent.....	J. Mahoney.....	Winona, Minn.
General Solicitor.....	Thomas Simpson.....	Winona, Minn.

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each class of rls. named.
	FROM—	TO—	
Winona & Western Railway Company.....	Winona, Minn.....	Osage, Iowa.....	114.50

## BURLINGTON &amp; NORTHWESTERN RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
T. W. Barhydt.....	Burlington, Iowa.	Lyman Cook.....	Burlington, Iowa.
W. W. Baldwin.....	Burlington, Iowa.	C. P. Squires.....	Burlington, Iowa.
H. C. Garrett.....	Burlington, Iowa.	H. B. Scott.....	Burlington, Iowa.
J. T. Remy.....	Burlington, Iowa.	Norman Everson.....	Washington, Iowa.
J. W. Rhythe.....	Burlington, Iowa.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	T. W. Barhydt.....	Burlington, Iowa.
Vice-President.....	J. T. Remy.....	Burlington, Iowa.
Secretary.....	R. M. Green.....	Burlington, Iowa.
Treasurer.....	R. M. Green.....	Burlington, Iowa.
Manager.....	R. Law.....	Burlington, Iowa.
Superintendent of Telegraph.....	E. J. Goodspeed.....	Burlington, Iowa.
Auditor and Accountant.....	R. M. Roden.....	Burlington, Iowa.
General Solicitor.....	Kreiry & Cooper.....	Burlington, Iowa.

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each class of rls. named.
	FROM—	TO—	
Burlington & Northwestern Ry. Co.....	Medapolis.....	Washington.....	38.73
The company has leased the right to run over 13.77 miles of the B. C. R. & N. Ry. the distance between Burlington and Medapolis.....			13.77

## BURLINGTON &amp; WESTERN RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
T. W. Barhydt.....	Burlington, Iowa.	J. W. Rhythe.....	Burlington, Iowa.
C. P. Squires.....	Burlington, Iowa.	H. B. Scott.....	Burlington, Iowa.
Lyman Cook.....	Burlington, Iowa.		

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President.....	T. W. Barhydt.....	Burlington, Iowa.
Vice-President.....	C. P. Squires.....	Burlington, Iowa.
Secretary and Treasurer.....	R. M. Green.....	Burlington, Iowa.
Manager.....	R. Law.....	Burlington, Iowa.
Superintendent of Telegraph.....	E. J. Goodspeed.....	Burlington, Iowa.
Auditor Chief Clerk Acct. Dept.....	R. M. Roden.....	Burlington, Iowa.

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line for each class of rls. named.	Miles of line for each class of rls. named.
	FROM—	TO—		
Burlington & Western.....	Winfield, Iowa.....	Oskaloosa, Iowa.....		79.79
This company has by payment of its proportion of joint expenses of track service and track repairs the right to run over the B. & N. W. Ry. from Winfield to Medapolis, 19.73 miles.....				
And thence to Burlington over the B. C. R. & N. Ry. under trackage rights of the B. & N. W. Ry. with that company, 13.77 miles.....				
Total.....			19.73	33.50
				104.39

## DES MOINES AND KANSAS CITY RAILWAY COMPANY.

## DIRECTORS.

NAME.	POSTOFFICE ADDRESS.	NAME.	POSTOFFICE ADDRESS.
Gideon Wells.....	Springfield, Mass.	Daniel H. Newton.....	Holyoke, Mass.
D. B. Wesson.....	Springfield, Mass.	Thos. C. Sherwood.....	Des Moines, Iowa.
John A. Hall.....	Springfield, Mass.	N. T. Guernsey.....	Des Moines, Iowa.
John C. Newton.....	Holyoke, Mass.		

## DES MOINES &amp; KANSAS CITY RAILWAY COMPANY—CONTINUED.

## OFFICERS.

OFFICIAL POSITION.	NAME.	LOCATION OF OFFICE.
President .....	Gideon Wells.....	Springfield, Mass.
Vice-President .....	John C. Newton.....	Holyoke, Mass.
Secretary .....	N. T. Guernsey .....	Des Moines, Iowa.
Treasurer .....	Harry W. Haskins.....	Springfield, Mass.
General Manager.....	John C. Newton .....	Holyoke, Mass.
Superintendent.....	Theo. C. Sherwood.....	Des Moines, Iowa.
Superintendent of Telegraph .....	Theo. C. Sherwood.....	Des Moines, Iowa.
Auditor .....	Theo. C. Sherwood.....	Des Moines, Iowa.
General Passenger Agent.....	Theo. C. Sherwood.....	Des Moines, Iowa.
General Freight Agent.....	Theo. C. Sherwood.....	Des Moines, Iowa.
General Solicitor.....	N. T. Guernsey .....	Des Moines, Iowa.

## PROPERTY OPERATED.

NAME.	TERMINALS.		Miles of line operated—road named.	Miles of line operated—other roads named.
	FROM—	TO—		
Des Moines & K. C. Ry Co .....	Des Moines, Iowa,....	Calnsville, Mo. ....	112.00	112.00
Total .....			112.00	112.00

## ADJUSTMENT OF COMPLAINTS.



## ADJUSTMENT OF COMPLAINTS.

No. 7, 1894.  
CITIZENS OF RUDD, IOWA,

v.

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

*Passenger train service. Rehearing.*

### DECISION OF COMMISSIONERS.

On December 14, 1894, there was filed in this case the petition of C. W. Cheerer and thirty-four others for a rehearing on the grounds that the contract for train service made by the company with the people had been overlooked by the commissioners in making up their decision in the case, and alleging the loss of that contract. There was also filed the affidavits of D. S. Wood and others as to the terms of that contract.

Further correspondence developed the fact that trains No. 1 and 4 now stop at Rudd on signal for through passengers out or in. It is therefore the opinion of the board that the railway is, under the present conditions, giving reasonably adequate service at Rudd.

Also that the alleged contract made at the time the depot was located at Rudd, so far as the same confers any legal rights, is enforceable in the courts, and does not come within the jurisdiction of the commission.

Des Moines, Iowa, April 20, 1895.

No. 1, 1895.  
J. W. D. SWISHER, SIGOURNEY, IOWA,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-  
WAY COMPANY.

*Application for an overhead or open  
farm crossing.*

Complaint filed October 9, 1894.

### DECISION OF COMMISSIONERS.

October 9, 1894, there was filed in the commissioners' office by the complainant a plat representing his farm, consisting of about 295 acres, near Delta, Keokuk county, Iowa, through which land defendant's line of railroad runs, and showing the location of the same, also the dwelling house and other improvements in said farm; the two grade crossings over said railway, the location of the highway

adjoining said land and the route from said dwelling house to reach said highway, and attached to said plat was a statement that complainant had no way to get to school or to market except by crossing the land of another, and the question was asked whether, under the circumstances stated, he, the complainant, was entitled to an overhead crossing, or whether a gateway was considered an adequate crossing.

The matter was duly submitted to the general manager of the respondent company and under date of October 30, 1894, a communication was received from Mr. W. K. McFarlin, superintendent of maintenance and construction, as follows:

As per your request of October 16th to Mr. St. John, I enclose you a plat and profile of the overhead crossing asked for by J. D. W. Swisher near Delta, Iowa. I think the enclosed map will show the matter to you so fully that it will not be necessary to look the ground over to make the decision you may think proper.

The right of way over this property was originally purchased from Horace Brainard and wife, and in this deed we find this section: "A strip of land through the west half of section No. 14, and the north half of the southeast quarter of section No. 9, etc. \* \* \* these grantors to have the timber standing thereon, but said company has the right forthwith to cut the same and remove from said ground; to have one crossing on said track in section 10 and another on said land in section 9."

Mr. Swisher is a son-in-law of Mr. Brainard, who originally owned the east half of the west half of section 10, and whose land he is required to cross if he does not cross the railway in order to get to the town of Delta. By some arrangement, Mr. Swisher has a lane across the land of Mr. Brainard by which he can reach the north and south public road that runs through the center of section 10, and this highway crosses under the tracks of this company by a bridge provided for that purpose. On the blue plat I have noted the two grade crossings he has in as called for in his deed, and also have shown the point where the overhead bridge is wanted. The house as indicated on the south side of the track shows where his residence is located. I also attach the cross section showing the bridge as wanted by him over our tracks. This bridge if put up of wood would cost \$600 and probably require renewing about once in eight years.

If Mr. Swisher uses the lane to the highway it is shorter to the town of Delta than to go straight north to the public road running along the north line of section 10. The land Mr. Swisher lives on has been owned by him about ten years, and during this time he has used the crossings without accident to himself or family, or injury to stock so far as I can learn. There is nothing difficult regarding this overhead crossing except the expense, and on these grounds we would ask to be excused from doing it, as we consider for much less money he can reach the highway, where there is an underground crossing, and it will answer fully his requirements.

Under date of November 10, 1894, Mr. Swisher replied to said communication by Mr. McFarlin, claiming and stating in substance that when Mr. McFarlin was making his measurements for the plat referred to, he admitted that the two grade crossings were bad ones and that said complainant ought to have some other kind of a crossing. That complainant's father-in-law, Horace Brainard, did not own the land that he, the complainant, was required to cross to get to town, if he did not cross the railroad. That said Mr. Brainard had been dead about nine years, and his estate divided among his heirs. That the arrangement under which complainant could cross the land not owned by him, to get to a highway was that one G. H. Brainard owned land one-half mile west of complainant, and in order to get permission to cross his land complainant has to grant same privilege to said Brainard to cross complainant's land for a distance of half a mile, and that the route on land so used by complainant in said Brainard's land is right along the said railroad for nearly one-half a mile, not a fit place for a road, and that there is a hill on said road over which it is impossible to haul half a load. As to the alleged cost of said bridge he files a copy of a letter by the division road master of the defendant company stating that the cost would be about \$402.93. That

It is not altogether on account of the way of getting to town that said crossing is needed by complainant, but that he has 100 acres of land on the north side of the track, one-half of which is used all of the time for pasture, and the other one-half part of the time, and the water therefor is so located that he has to pump the same for stock in that pasture most of the time, but if there was an overhead, or open crossing, stock from the same could go to the river for water. That with the present crossings when driving colts, have to tie up, then open gates, go back to team and drive across, tie up again and then go back and shut the gates. That he bought eighty acres of land on purpose to have an outlet, and not be under obligations to any one, and all that is to hinder having one is the railroad.

Under date of November 14, 1894, a communication from the board to Mr. Swisher was sent, from which the following extract shows the substance:

You state that Mr. McFarlin said to you that you had two very bad crossings when he was there to make measurements for the plat that had been forwarded to this office, but nothing definite appears from any of your communications going to show in what respect the same are bad or inadequate, except that you have gates or bars to open in using the same. If the crossings you now have would be proper and adequate by the company putting in cattle guards on each side, connected with the right of way fence, and removing the gates, thus giving you what is known as an open crossing, the law, as the commissioners understand it has been construed by the supreme court, would not compel the company to put in the bridge or overhead crossing that you are now asking for. If there are any reasons why such open crossing would not be an adequate one, please state the facts so showing in answer to this, and the commissioners will then be able to determine whether it will be of any use for them to visit the locality. If there are no such facts or reasons existing, a trip there for that purpose would be of no service to you.

To which reply was made as follows:

I will say, in order to explain the case, that opposite my house is a very deep cut, perhaps thirty feet; the crossings are at each end of the cut, which is on rather a sharp curve, so much so that a train can not be seen half way through. It is also on a good grade, so that trains do not use steam going west. The crossing at the east end is on good ground, the only objection being the place where it is situated; but the west crossing, the one that is most convenient, and the one that I would use altogether if it was as good as the other, is not only situated like the other, but the land on the north side is ten feet higher than the track, and on the south side it is ten feet lower, which makes a difference of twenty feet in one hundred feet. I have not measured it, but if I am not mistaken these are the figures Mr. McFarlin gave me. The grade is so steep that in going south with a load I can not stop until I reach the track, and then have to leave the team stand on the track until I go back and shut the tie across the track until I get through the gate, and the train proceeds down grade so noiselessly it is exceedingly dangerous. I do not know where a crossing could be that would be in a worse place. Of course, if the company puts in open crossings, I would not expect a bridge. \* \* \* If you conclude to visit the place I will be at home in two weeks, and would like to be present when you come.

December 11, 1894, after due notice to the parties interested, two of the commissioners visited the locality in question and made a personal examination of the premises and location of the crossings complained of. They find and report the facts to be substantially as claimed and set forth by the complainant in his complaint and papers filed with the commissioners, and heretofore set forth. In addition to those statements and as explanatory thereof, the complainant in answer to questions asked by the commissioners submitted and filed a statement as follows:

I came in possession of 120 acres of land through which the railroad passes, in 1880, and built a house on the only suitable place to build. I had then a road running directly east from my house to the public highway, but my father-in-law dying five years later the land was divided among the heirs, I coming in possession of 45 acres south of the 120 acres, and G. H. Brainard coming in possession of the land east, through which said road passes, and he, in



order to throw his land together, shut up the road that I had to travel and gave me an outlet along the railroad, the agreement being that I should open the road on west one-half mile, and give him an outlet to land that he owns west of me; and now coming back to the beginning, after I became the owner of this 120 acres I was not satisfied until I got land that would let me out to the public highway, therefore I purchased 80 acres lying north and across the railroad. I then undertook to get water, and spent \$200 in digging wells, but finally had to give it up. Had I succeeded would have moved my house out on this public road, and would never have bothered you with this complaint.

Which said statement said commissioners also find to be true in substance.

There is no material controversy between the parties as to the facts. The defendant contends, however, that the land in question was acquired from Mr. Brainard, since deceased, and that he was paid a certain sum of money and given the two crossings in question as the consideration for the right of way through said land in 1877, and that this was satisfactory to all parties until very recently, and that any subdivision of the land, or acquisition of adjoining lands does not impose new duties upon the railway company as to said crossings.

Section 1288 of the code provides that "Every corporation constructing or operating a railway shall make proper cattle guards where the same enters or leaves any improved or fenced land," etc. In the case of *Heskett v. The Wabash, St. Louis & Pacific Railway Company*, 61 Iowa, 468, it was contended by the defendant that where a railroad is constructed across unimproved or uninclosed land, and the land is afterwards improved or enclosed, the law imposes no obligation upon the company operating the railroad to construct cattle guards. The supreme court in that case in speaking of that claim under that statute say:

We think it is very clear that this provision of the law is applicable to lands which are improved or inclosed after the construction of a railroad, as well as before its construction. Such appears to us to be its plain meaning, and it can not be made plainer by argument or illustration.

Section 1268 of the code reads as follows:

When any person owns land on both sides of any railway, the corporation owning the same shall, when requested so to do, make and keep in good repair one cattle guard and one causeway or other adequate means of crossing the same, at such reasonable place as may be designated by the owner.

In the case of *Gray v. Burlington & Missouri River Company*, 37 Iowa, 120, which was a case involving the construction of a clause in a deed as to crossings, and facts somewhat analogous to those in the present case, the court, after referring to the clause in the deed and a statute then in force similar to the above, use the following language:

The law must be so construed as to protect the citizen and guard him against needless burdens and encroachments, and at the same time so as not to oppress or discourage the great works of international improvement, etc. With these considerations in view we are of the opinion that where a railway runs between the residence of a citizen and the only means he has of reaching a highway, that he has a right to insist that an open crossing shall be provided for him, by means whereof he may reach the highway without stopping to open gates or remove bars. He has a right to as free and unobstructed egress as the circumstances of the case reasonably admit, and whilst the railway company has the right to intervene between him and the highway, it has not the right unnecessarily to subject him to inconvenience and burdens which can be guarded against by the exercise of reasonable care, and at a reasonable outlay. The necessities of the citizen often require that he shall be able to reach the highway without any delay. Sometimes his wife and children, unattended, desire egress, and under such circumstances a blockade of the way by gates and bars encroaches unreasonably upon the rights which the government guarantees the citizen, and in which he has a right to demand protection.

In the judgment of the commissioners the case presented by the complainant in this proceeding comes within the rule laid down by the supreme court in said last mentioned and other cases, and that under all the circumstances the present crossings provided for the complainant are not adequate and that said complainant is entitled, under the law, to what is known as an open crossing at such reasonable place as may be by him designated, and said respondent, the Chicago, Rock Island & Pacific Railway company is hereby so informed.

Des Moines, Iowa, March 12, 1895.

No. 2, 1895.

GREEN BROS. ET. AL., EAST PERU, IOWA,

V.

CHICAGO GREAT WESTERN RAILWAY COMPANY.

Complaint filed December 26, 1894.

Insufficient train service.

#### DECISION OF COMMISSIONERS.

Under date of December 25, 1894, Messrs. Green Bros. and others filed the following complaint with the board of commissioners:

*Honorable Board of Railroad Commissioners, Des Moines, Iowa:*

GENTLEMEN—We, the undersigned citizens and business firms of the town of East Peru, Madison county, Iowa, situated on the Chicago Great Western railroad, hereby call your attention to the extreme lack of freight accommodations rendered unto the people and patrons of said railroad at East Peru. We are given local freights only when it suits the convenience of said road, and right in the face of the fact that their schedule shows a daily local freight. We represent to you that the present maximum number of local freights is one in five days. Your petitioners ask of you if there is no way whereby they can receive fair treatment from said road. We further represent that the amount of outgoing and incoming freight are of sufficient quantity to warrant much better accommodations. Your petitioners respectfully ask that your honorable body investigate their cause and see to it that justice is given them.

Green Bros.  
J. M. Allen,  
W. H. Barbary,  
B. S. Toddhunter,  
and others.

The case was immediately taken up with Mr. Samuel Stickney, general manager of the respondent road, for explanation, to which, on January 5, 1895, Mr. Stickney makes the following answer:

ST. PAUL, Minn., January 5, 1895.

Mr. W. F. Ainsworth, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your letter of December 26th, enclosing a copy of the complaint of Green Bros. and others of East Peru, complaining of way freight at that station, I beg to state that after investigation I find that the way freights through East Peru for the month of December, 1894 were ten each way, besides some other trains; that there were five passenger trains and one stock train every day, including Sunday, through that point.

We desire to do all we can to accommodate the citizens of East Peru, and will endeavor to improve this service in the future. Yours truly,

SAM. C. STICKNEY,  
General Manager.

This reply was forwarded to Messrs. Green Bros. with the request to make such reply as they might desire, and under date of January 22d they make a reply much of the same tenor as the original complaint. Upon the receipt o

this second letter the railway company was requested to file with the commissioners a list of all freight forwarded from East Peru during the months of December and January, that a more accurate knowledge of the business might be obtained. On February 9th Mr. T. N. Hooper, division freight agent, complied with the request with the following result:

Total freight forwarded, \$328.21; of this amount \$317.10 was for live stock and car load logs, about which it is understood there is no complaint, and \$11.11 of "local" subject to the complaint. The month of January shows total forwarded \$186.67, of which \$183.94 was for stock and logs, and \$2.73 local freight.

From the foregoing figures it would appear that the shippers were fairly well cared for and this fact, taken in connection with the necessity of all business interests curtailing expenses to the utmost possible limit, thus enabling them to tide over the serious depression of the times, deters the commission from ordering, at present, more train service than that already given.

Des Moines, Iowa, May 4, 1895.

No. 3, 1895.  
CITIZENS OF DENNIS, BY A. J. BAKER,  
ATTORNEY,

v.

ALBIA & CENTERVILLE RAILWAY COMPANY.

*Restoration of side track and switch.*

#### DECISION OF COMMISSIONERS.

November 24, 1894, Gen. A. J. Baker, as attorney for citizens of Dennis and vicinity, filed a petition with the board, praying the commissioners to cause to be replaced a spur track and switch frog which had been removed by the management of the respondent road at the town of Dennis. The petition sets forth the need of such shipping facilities and the injury the parties are liable to sustain in being denied the rights to which they consider themselves entitled. The petition further alleges that:

There was a township tax voted by the various townships through which the same runs in Appanoose county, including the township wherein is the said Dennis switch, and that the property of your petitioner and others in said township was taxed to pay and did pay for said aid, and that as an inducement to have said tax voted it was asserted and represented by the officers and agents of the said railway company when procuring the vote for said aid, that convenient facilities would be furnished by the way of stations, side tracks and spur tracks, to enable them to have near shipping facilities, thereby rendering their property much more valuable, and that now to deprive your petitioners of said shipping facilities at said point will be a breach of faith and greatly to the detriment of their property which has been so, as aforesaid, taxed in aid of said corporation.

Under date of November 27, 1894, General Manager L. M. Martin, of the Iowa Central Railway company, which company is operating the Albia & Centerville railway, was notified of the receipt of the petition, but was not furnished a copy for the reason that the copy filed with the board bears the returns of service upon J. S. Coop, station and ticket agent of the Iowa Central Railway company at Centerville, Iowa. The following reply by General Solicitor Daly was filed in answer to the notice to Mr. Martin:

MARSHALLTOWN, Iowa, November 27, 1894.

To the Board of Railroad Commissioners:

GENTLEMEN:—There was delivered to the agent of the Albia & Centerville Railway company at Centerville, recently, a paper addressed to the Iowa Central Railway company, stating that B. J. Mallory and some others would on Friday next, 30th inst., present to you a copy of such paper, and that they will ask you to require the Iowa Central Railway company to replace a certain frog and switch-stand at Dennis, in Appanoose county, and to there maintain the same, etc. The notice is addressed to Dennis, in Appanoose county, and to there maintain the same, etc. The notice is addressed to the Iowa Central Railway company, while Dennis is a station on the line of the Albia & Centerville railway. It would appear from the statement made by Mr. Mallory and his friends that this side track, etc., was originally constructed at his and others' request, while the fact is that in the building of the line by the Centerville, Moravia & Albia Railway company, the immediate predecessor of the Albia & Centerville railway, the side track was laid to the flouring mill of Mr. Bradley, then located there, but said business has long since been abandoned and the mill has been removed to Centerville, Iowa. The building of this side track was not at the request of any of the persons named in the Mallory paper, nor that of any of their grantors or assignors. The sole cause of its construction was the accommodation of Mr. Bradley, who has since moved all his interests to Centerville.

There is nothing to be shipped from this point now but an occasional car of coal from Mallory's mine, the freight charges for which would not afford the least compensation for the maintaining of the siding.

Therefore the company wishes me to apprise you that it can not do anything in the premises. Very truly yours,

ANTHONY C. DALY.

December 4th was fixed as the day for hearing interested parties at the office of the board in Des Moines. General Baker appeared for the petitioners and General Manager Martin for the respondents. In support of the position taken by General Baker, he filed affidavits of D. C. Bradley and G. W. Rasey, as follows:

STATE OF IOWA,  
APPANOOSE COUNTY, ss.

I, G. W. Rasey, being duly sworn, depose and say that during the year 1879 I resided near Dennis, in Appanoose county, and I remember distinctly when the question of voting the tax in aid of the Centerville, Moravia & Albia Railway company was before the people of Center township, and that the people of said township (in and around Dennis) were promised a side track and station at Dennis if they would vote the tax, that said railroad company did put in a side track and build a platform at Dennis and that it was a regular stopping station for a number of years; that at the time this question was before the people it was the talk among the voters that if they would put in and maintain a side track there that the tax would be voted and I believe that if it had not been for this pledge on the part of the railway people that the question of voting the tax would have been against the levy of said tax.

(Signed)

G. W. RASEY.

Subscribed and sworn to, etc.  
STATE OF IOWA,  
APPANOOSE COUNTY, ss.

I, D. C. Bradley, being duly sworn, depose and say, I am a citizen and resident of Center township, Appanoose county, Iowa. I have a distinct recollection of the election held in said township about July, 1879, for voting a tax in aid of the Centerville, Moravia & Albia Railway company, now the Albia & Centerville Railroad company. I was then in business at Dennis, about four miles north of Centerville, and in Center township. It was the understanding among the voters in that vicinity that if the tax was voted and the railroad constructed there was to be a perpetual switch put in and maintained on the hill just south of the Charleston bridge. Mr. Henry Shaw, the chief engineer, so represented to the people in that vicinity, when he was surveying and locating the line.

On the day of the election to vote said tax I conversed with many of the voters from that vicinity who voted for the tax and they all understood and believed that such switch was to be put in and maintained. When the road was built a spur track was put in there and so long as I remained acquainted with the vicinity was maintained there. I am the son of William Bradley, who was then president of said railroad company.

(Signed)

D. C. BRADLEY.

Subscribed and sworn to, etc.  
In addition to the foregoing there were filed several other documents of like nature and in regard to cost of mining coal by the drive entry process that are



omitted here. In rebuttal of this testimony Mr. Martin filed the following letters from Gen. F. M. Drake, explaining the situation as he (Drake) understands it:

CHICAGO, Ill., Dec. 3, 1894.

Col. L. M. Martin, General Manager Iowa Central and Albia & Centerville Railways, Marshalltown, Iowa:

DEAR SIR—Replying to the attached correspondence. As to the situation at Dennis, no subsidy was received for the placing of a siding at that point, and it is a very inconvenient place to have one, being near the Chariton bridge and seriously affected by a grade. When the siding was placed there Mr. Bradley had a large flouring mill and store, and there were other stores, blacksmith shop, etc., also a postoffice, all of which have since been removed and there is nothing there now to justify an accommodation of that kind to be given by the road.

A Mr. Mallory who has a coal mine a few miles from Dennis had occasionally hauled a car of coal in wagons and shipped from that point and was disappointed when your order for taking up the track was given, but it would not justify the road to keep the siding there for the amount of business he could give to the road from his mines; in fact there is nothing there now to justify in any way, as I can see, the keeping of a siding at that place.

This is the first time that I had heard of a petition being formulated to place to the railroad commissioners and on receipt of your communication this morning, I wired you, as I noticed the hearing is fixed for to-morrow.

The facts are just as I have stated them and I feel quite confident that when properly presented, which I trust you will have done, to the commissioners they will not require any frog and switch to be put back there. Yours truly,

F. M. DRAKE,  
President A. & C. Railway Co.

CHICAGO, Ill., Dec. 5, 1894.

Col. L. M. Martin, General Manager Iowa Central and Albia & Centerville Railways, Marshalltown, Iowa:

DEAR SIR—Yours of the 6th inst. in regard to the question of the re-establishment of Dennis switch and the argument made by General Baker, representing Mallory and others, is received. The general is mistaken in regard to a tax having been voted in that township on condition that a switch be provided at Dennis. No tax was voted from that township. If such a proposition was submitted it was not carried and no subsidy whatever was received by the company for the location of the switch at Dennis, so that I infer that the general will have hard work to make proof to the commissioners of the existence of any such fact.

Am glad to know that you were on the ground looking after the matter, which I assure you, I appreciate fully. Yours truly,

F. M. DRAKE,  
President A. & C. Railway Co.

Copies of this correspondence were forwarded General Baker, and he was advised, "If you desire to do so, you may be able to obtain proofs of your statement bearing upon this point," and January 7th General Baker asked the commission to fix a day for a further hearing, and February 6th, at 2 P. M., was fixed as the time requested by the petitioners for a rehearing.

At this hearing General Baker and quite a number of citizens of Appanoose county appeared, presenting much the same line of evidence as before, and Mr. Martin responded with nothing new, except he made request that he might be permitted to file affidavits from Mr. William Bradley, former president of the Albia & Centerville railway, and from Gen. F. M. Drake, present president of same, both of which refer to the matter at issue. Permission was granted, and March 12th the following were filed:

STATE OF CALIFORNIA, ss.  
LOS ANGELES COUNTY.

I, William Bradley, being first duly sworn, on my oath say that I am a resident of Centerville, Appanoose county, Iowa; that on the 15th day of May, 1879, I was elected president of the Centerville, Moravia & Albia Railway company, a corporation organized for the purpose of constructing a railroad from Centerville, Appanoose county, Iowa, to Albia, Monroe county, Iowa. That a proposition was submitted to the voters of Center township, Appanoose county,

Iowa, to vote a tax to aid in the construction of the proposed road; that said election was held on the 27th day of June, 1879, and the proposition submitted was carried; that I was president of said railway company from the time of my election until after the said election to vote the tax was held; that at the time said road was built and after its construction I was owning and operating a flouring mill on the banks of the Chariton river and near a country postoffice called Dennis; that the Centerville, Moravia & Albia railway, as constructed ran close to said postoffice; that there was at or near said postoffice one or two stores, my mill and a few houses occupied by men working in the mill; that during my term as president, which extended from the incorporation of said company until after said election to vote the tax was held, no proposition or conditions were made by the authority of the railway company, on which said tax so voted was to be paid, except those set out in the notice of election; that no promises of any kind whatever, except as set out in said notice, were made by the authority of said railway company, to influence the voters of said township to vote in favor of levying tax; that no promise was made nor was it offered, by the authority of said railway company, as an inducement to procure votes in favor of levying said tax, that a siding would be located at or near said postoffice of Dennis; that I as president of said company never made any such promise or agreement nor was any such promise or agreement made by the authority of the board of directors of said railway company, nor did I as president, nor did the board of directors of said company authorize any one to make such agreement or promise to influence the voters of said township to vote in favor of the proposition to levy said tax; I do not remember of any promises being made; that before the construction of said railroad I had to haul all the wheat and flour to and from my mill in wagons; that the siding at Dennis postoffice, was put in by the railroad company at my request and for my own accommodation in shipping wheat and flour; that I asked General F. M. Drake, then representing the railway company, to put in the siding for me, and it was put in for a special accommodation for me and as far as I know for no other reason; that at the time said road was constructed there was no industry at or near Dennis postoffice, except my mill that would have any need for or would use a siding; that my mill machinery has been moved from said place of Dennis for several years; that the old mill building has been partially torn down and cannot now be used; that there is at this time no stores of any kind at or near Dennis; that nothing now remains of said place except two or three small houses. That no one now lives at said place except two or three families, farmers, and that there is no business transacted at said place, except the ordinary work of farming.

Subscribed and sworn to, etc.

(Signed)

WILLIAM BRADLEY.

STATE OF IOWA,  
APPANOOSE COUNTY, ss.

I, F. M. Drake, being first duly sworn, on my oath say that I am a resident of Centerville, Appanoose county, Iowa; that I am acquainted with all the facts and circumstances attending the construction of the Centerville, Moravia & Albia railway and the voting of the tax in aid of said railway company in Center township in said county and state. That I have heard read the affidavit of William Bradley which is hereto attached and I say that the statements therein contained are true. I further say that at the time the siding at Dennis, Iowa, mentioned in said affidavit was put in said railroad was being operated under a lease by the Missouri, Iowa & Nebraska Railway company; that I at that time was president of said last named railway company and that it was as such president that I made the arrangement mentioned in said affidavit with William Bradley for the putting in of said siding as an accommodation to said William Bradley in the operation of his said flouring mill and for no other purpose.

Subscribed and sworn to, etc.

(Signed)

F. M. DRAKE.

The evidence thus presented was so entirely diverse in its kind that both petitioners and respondents requested the board to visit Dennis and make, so far as they might be able, an examination of the location and decide what were the existing necessities for the reasonable accommodation of the public. Answering this request, the commissioners visited Dennis April 12th, and were accompanied by Mr. Huntington, superintendent, and Mr. McNamara, roadmaster, of the respondent company. General Baker and a few citizens in the vicinity of Dennis met the commissioners at the station, and the conditions were examined. There is a farm house near the track, but all indications of mill, store, etc., had passed

away. The location in question is south of and near the bank of the Chariton river. The grade is such as is not suitable or safe for sidings, for the reason that the cars set out upon it would be liable by their own weight, if the brakes were off, to run out or be blown out upon the main track and thus be an element of perpetual danger to passing trains. The town and station of Forbush, located one and one-fourth miles from Dennis south, and on the same side of the river, would seem to be near enough to furnish the Dennis community all reasonable facilities for the transaction of business incident to that locality. With such a view of the conditions existing and the necessities of the public, the commissioners, as at present advised, would not feel justified in ordering a replacement of the switch and frog at Dennis.

Des Moines, Iowa, May 29, 1895.

No. 4, 1895.

JAMES DAVITT, CUMMINGS, IOWA,

v.

CHICAGO GREAT WESTERN RAILWAY  
COMPANY.

Complaint entered September 17, 1894.

Under farm crossing.

#### DECISION OF COMMISSIONERS.

September 17, 1894, Mr. James Davitt, of Cummings, called at the office and made a verbal complaint against the Chicago Great Western Railway company, claiming, somewhat indefinitely, that he had not such facilities in the way of farm crossings as he was entitled to for his convenience. He filed a rough sketch, showing his farm and the line of the right of way through his land, and as is usual in such cases he was requested to file his written statement of what he demanded, in response to which, under date of September 29th, he says:

I will try to explain my case to you. My house and barn and yards are on the west side of the railroad. I have but one crossing; it is on the south line of the northwest forty acres; it leads out to the public road. It is very inconvenient and dangerous for me to get my stock back and forth there. The water runs through the southwest part of my farm. There is no water on the east side of the railroad. I want an undergrade crossing, about a quarter, or the most convenient place south of the one mentioned. I want you to make an order on them compelling them to put the crossing in.

A copy of Mr. Davitt's complaint or request was forwarded to Mr. Samuel Stickney, general manager of the respondent company, with the request that he examine, and file his reply, to which, on October 5th, Mr. Stickney says: "I will have the matter investigated at once and give you an early reply." November 1st Mr. Stickney says:

I beg to say that Mr. Davitt already has all the crossings which we are advised he is entitled to under the Iowa law, but we have made a proposition to Mr. Davitt to provide such a crossing as he requests if he will pay us the bare expense of the material and labor necessary to do the work.

This proposition of Mr. Stickney had been made to Mr. Davitt, and in reply to it he (Mr. Davitt) says to the board:

I will not accept that kind of a proposition. It would be better for you to come and see the lot I am in. I want them to put in the crossing at their own expense. \* \* \*

This request was received in November, just at the time the commission were busy on their annual report, and also on the consideration of the request to advance the freight rates. For such reasons no examination was made until the opening of the spring of 1895, and on April 11th Messrs. Stickney and Davitt were notified that the commissioners would visit the location April 25th and make a personal examination of the needs and conditions. Superintendent B. F. Egan appeared for the respondent at Cummings, and Mr. Davitt and his son presented their view of the case to the commission. The commission found that Mr. Davitt's buildings, the living water, the pasture, and the larger part of his land, were located on the west side of the railway; that the land on the east side of the right of way was used for grain and hay and for stock pasture in the winter. The crossing by which Mr. Davitt reaches his lands on the east side of the tracks was located, by request of Mr. Davitt, at a point that would best suit his convenience. It is an open crossing, well constructed, with cattle guards and wing fences on each side, so as to give stock on the east side wishing to go to the west side a free and unobstructed passage-way, and vice versa. That the law contemplates an adequate crossing is set forth in the code, section 1936, as follows:

When any person owns land on both sides of any railway the corporation owning the same, shall, when requested so to do, make and keep in good repair one cattle guard and one cause-way or other adequate means of crossing the same at such reasonable place as may be designated by the owner.

Mr. Davitt concedes that his crossing is located where he asked that it should be; that it is kept in good repair at all times; but in addition to this he asks for an under crossing. It is the opinion of the commissioners that the requirements of the law have been substantially complied with by the respondent company in that they have provided an open crossing reasonably "adequate" for the requirements of the plaintiff, and the petition is therefore dismissed.

Des Moines, Iowa, May 29, 1895.

No. 5, 1895.

D. D. THIBBETS AND OTHERS

v.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-  
WAY COMPANY.

Complaint filed March 13, 1895

Drainage near Eldon.

#### DECISION OF COMMISSIONERS.

Under date of March 12, 1895, the following communication was received from the complainant:

W. W. Ainsworth, Secretary:

DEAR SIR—I write you to find out whether such as the following comes within your duties as railroad commissioners of the state:

About two miles southeast of Eldon, in Wapello county, where the railroad once known as the Des Moines Valley railroad, now under the management of the Rock Island system crosses the line between Wapello and Davis counties and runs almost parallel with said line, there are no culverts for I think about a mile and a half. This is the upper bottom land that never overflows and has natural drainage to the river.

But in grading and working the railroad almost all the dirt has been laid upon the upper side of the railroad, making a wet levee. Land above, otherwise first class, is soaked by water, all against the laws of the state. We have petitioned the railroad company to no effect and



demand our rights as land owners, in system of proper drainage. This involves about twenty acres of land owned by myself and much more belonging to good neighbors, which we want adjusted.

It is evident that culverts at suitable distances, that need not be large or expensive, would give us what is fair and also make the railroad better. It seems that years ago a land owner between river and railroad worked the scheme in the interest of his land. He is now dead and the system has proved only injurious to his land in an under soak that would be avoided were the natural outlets opened.

Please let me hear from you that I may be set right on this matter of great importance to us, and as I see it, also a matter which you may help us make right. \* \* \*

Sincerely,

D. D. TIBBETS, Miles, Jackson county, Iowa.

To which the following answer was sent:

DES MOINES, March 22, 1895.

D. D. Tibbets, Esq., Miles, Iowa:

DEAR SIR—Yours of the 12th inst., in relation to alleged improper construction of railroad through your land and other adjoining land in Wapello county this state, has been received and submitted to the commissioners.

I am directed to say in reply that cases somewhat similar to yours have heretofore been taken up by the commissioners with the proper officials of the railway companies involved, and if adjustment is not reached that is satisfactory by correspondence, the board has made a personal examination of the locality involved and a hearing is given to all the parties interested, and a decision is then rendered in accordance with the facts and merits of the case as the commissioners view the matter. If you desire such a course taken in the matter you write about, you can so indicate in a reply to this communication and it will receive due attention.

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

And later the following letter and petition were received by the commissioners:

MILES, Iowa, April 6, 1895.

Mr. W. W. Ainsworth, Secretary of the Board of Railroad Commissioners of Iowa:

DEAR SIR—It has taken me longer than I had hoped to see these parties and complete the petition. I am authorized by the petitioners to write advice substantially as follows:

First.—Our lands are not low tide drainage lands, but as a rule dry surface. These points of bridging are where draws down from the hills should empty into the river. After dashing rains there is much water. This is dammed by the railroad grade.

If instead of culverts at all these points it should seem best to ditch along upper side of railroad to lowwater ditch, that will be satisfactory if arranged to be kept open.

D. D. TIBBETS, Miles, Iowa.  
ELDON, April 2, 1895.

We, the undersigned respectfully submit to the honorable board of railroad commissioners of Iowa the following petition: That there be placed suitable drainage culverts in the railroad running through and alongside of our farm lands, known as the Des Moines Valley railroad, now in the Rock Island system, whole distance about one and three-fourths miles:

To-wit, beginning at a point on the railroad eighty rods west of the line between sections 35 and 36 in Wapello county, and extending eastward to the lowwater ditch in Van Buren county.

The drainage points desired within the above described limits are:

First, near the line between sections 35 and 36, Wapello county.

Second, where the railroad crosses the line between Wapello and Davis counties.

Third, thence eastward eighty rods.

Fourth, thence eastward eighty rods.

Fifth, where the railroad crosses the line between Davis and Van Buren counties.

Sixth, thence eastward forty rods.

Seventh, thence eastward eighty rods.

D. D. Tibbets,	Fannie Waller,
J. E. Daniels,	Anna Waller,
Wm. Knoff,	Geo. Earhart,
Joseph Waller,	C. A. Dahlgren,
John W. Waller,	Ellen S. Tibbets,

The matter was then taken up in the usual way with the general manager of said railway company, and there seems to have been an effort made on the part of the company to reach some satisfactory adjustment, but the attempt evidently failed, as appears from the following letter from Mr. Truesdale, vice-president and general manager.

CHICAGO, Ill., May 1, 1895.

W. W. Ainsworth, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your letter of April 9th, enclosing copy of correspondence from Mr. D. D. Tibbets of Miles, Iowa, in relation to certain matter pertaining to drainage culverts, etc.

Our people have had this matter up and have conferred with Mr. Tibbets and other parties interested, but have not been able to arrive at any agreement, nor has any solution of the matter been suggested by the parties complaining which seems to us at all feasible or such as would meet the difficulties complained of.

Our superintendent of maintenance and construction, Mr. W. K. McFarlin, of Davenport, returns all papers to me to-day with the suggestion that there are so many differences and conflicting claims relative to the matter, that he thinks it would be well if the railroad commissioners could arrange to go upon the ground and look it over and hear the statements and claims of the several parties interested with a view of determining what is most feasible under the circumstances.

If this meets the views of the commission and a time is appointed for this purpose, I will esteem it a favor if you will give Mr. McFarlin as much notice as convenient of the time of meeting in order that he may arrange to be present.

I have returned all papers to him with the request that he have them with him when he meets the commission and other parties interested, if such meeting is arranged.

Truly yours,

W. H. TRUESDALE,  
Vice President and General Manager.

June 5, 1895, was fixed as the time for the commissioners to visit the locality in question and make an investigation of the matter, of which due notice was given the parties, and on that date the commissioners went upon the premises, viewed the same and heard the statements of the persons present who had any to make, or that desired to be heard.

Mr. Tibbets, the complainant, was present in his own behalf, and also O. E. Daniels, Joseph Waller, William Knoff and some others.

Mr. W. K. McFarlin, superintendent of maintenance and construction, was present on the part of and represented the respondent company at such examination and hearing.

The company originally owning or constructing the line of railroad running through the lands in question was known as the Keokuk, Fort Des Moines & Minnesota Railroad company. In 1864 the name of the company was changed to the Des Moines Valley Railroad company. In 1873 the road, with all its rights and franchises, passed into the hands of a new company, under the name of the Keokuk & Des Moines Railway company. It was operated by that company from November, 1873, to October 1, 1878, when it passed into the possession and control of the Chicago, Rock Island & Pacific Railway company, and it has ever since been operated by that company.

The evidence or statements made at the hearing do not show the time exactly when the road was originally constructed through these lands, but it was probably about the year 1850.

The line of the road is built in the valley of the Des Moines river which runs in a generally southeasterly direction from Eldon, and the lands in question being situated about two miles southeast of that city. Shortly after the river leaves Eldon it bends more to the south and then runs more directly east and maybe a little northerly, leaving these lands in somewhat of a curve or bend in the river. The railroad runs in about a straight line southeast of Eldon and through these



lands owned by the complainants, which leaves quite a large body of land lying at the locality in question between the railroad and river, which is there distant from the railroad a mile or more in some places. This land between the railroad and river is practically level and level land extends also for quite a distance north of the railroad, and there it raises into higher ground, and to such an extent that it might be called hilly, and the hills slope toward the river, making an extensive water shed which in heavy rains or when heavy snows melt, causes large bodies of water to flow down and over the low lands through which the railroad is built. The complainant, Mr. Tibbets, owns a small three-cornered tract of land south of the railroad, but the balance of his land and all of that of the other complainants is situated north of said railroad. From the west boundary of Mr. Tibbets' land easterly to what is known as the Iowaville ditch, a distance of about one and three-fourths miles, there are no culverts or other openings through the embankment or road bed of said railroad, which is built of dirt and raised several feet above the natural surface of the ground, and ballasted with rock, and this embankment acts as a dam, or levee, which prevents the surface water coming down from the hills and that accumulates upon the low land to the northward of said railroad, from flowing southward to the river as it otherwise would flow, except for said embankment. In times of freshet or heavy rains such water stands several feet deep upon portions of said lands to the northward of said railroad and sometimes overflows said road bed or embankment. This embankment affords considerable protection to the lands south of said railroad and between that and the river from such flow of surface water from the lands to the northward, and consequently, as the commissioners are informed, the owners of such land south of said railroad object to any openings being made in the road bed of said railroad by the railway company, because such accumulations of water would then pass down and over their lands on the way to the river.

It appears that at the time or shortly after said railroad was built, a ditch was made on the north side of the right of way where the same extends through most of the lands of the complainants, which carried most of, or a very considerable portion of the water southeasterly along said right of way to a bridge or trestle that let the same pass south across said right of way and thus on to the river. At this point, in order to facilitate the drainage of these lands in question, and also to prevent an overflow of lands to the eastward and towards Selma, the company now operating said railroad several years since, in connection with the land owners in that locality, constructed a ditch from the railroad south to the river, and it is known as the Iowaville ditch, and this seems to have been done with the acquiescence and consent, if not with the aid and assistance of the owner of the land through which the ditch runs, and for several years last past this ditch has afforded an outlet to a large portion of said water accumulating north of said railroad and it has also afforded protection to a great extent to the lands toward Selma, and to the eastward of said ditch.

Since the commissioners visited the locality in question as before stated, they have received several communications in relation to an alleged filling up of said Iowaville ditch at a point about 150 yards south of said railroad track, and to show how the property owners affected view the matter, copies of some of said communications are here given:

*Honorable Board of Railroad Commissioners of the State:*

DEAR SIR:—In regard to the ditch called the Iowaville ditch between Eldon and Selma, I understand A. Hinkle is filling the ditch and turning the water in the old course around the bluff to Selma. I don't know his object for doing so, unless to spite some of his neighbors or

SELMA, Iowa, June 13, 1895.

to depreciate the value of the land east of said ditch, so he can buy the land cheap. The land east of the ditch, on the bottom, clear to Selma was worthless for farming; the water would overflow the land every year. Since the ditch was made, the land east of the ditch is very valuable for farming. If this ditch is shut off, then all the water, clear from Eldon, will have to come to the river at Selma. The water course has very little fall, and won't draw the water off soon enough, and destroys the crops east of the ditch; by dividing the water at the ditch then the old water course carries the water off that falls east of the ditch. Before this ditch was made, there was quite a lot of land abandoned for farming; now this land is worth \$50 per acre. It is the best of farm land. If this ditch is closed, the land east of the ditch will be worthless. Again it would expose about 500 acres, and it would make it very unhealthy for the people of Selma, as the water would spread over the low land adjoining Selma. I am 55 years old; I have been acquainted with this land and the water ever since I can remember; have lost a good many crops on account of the water all coming clear from Eldon to Selma, over this flat land. I have 10 acres of land now adjoining Selma that I could sell for \$50 an acre; if the Iowaville ditch is closed, I could not get \$10 an acre for the land. The railroad company and the neighbors made this ditch at a cost of about \$200; before the ditch was made the railroad company had to pay damage for flooding this land east of the ditch a good many times. Now, I don't think it would be right to let Hinkle close said ditch to get revenge on some of his enemies, of which he has a good many. Now, I hope you will do what is right in this matter when you know the situation of the land. Yours truly,

N. STUMP.

SELMA, Iowa, June 13, 1895.

*The Honorable Board of Railroad Commissioners of Iowa, Des Moines, Iowa:*

DEAR SIR:—I own land at the place just where the stream that is called Crooked Creek crosses the Keokuk & Des Moines railroad at Selma. The creek mentioned drains, or did before the Iowaville ditch was completed, all the bluff lands facing south and west for a distance of about five miles, and during hard rains this land and others was overflowed by back water. The escape across the railroad not being sufficient to let it off, we were considerably damaged thereby, but after the Iowaville ditch was completed by a big expense to the people and railroad company, these lands became more valuable. But now some parties are filling up the Iowaville ditch, and unless you take some action in the matter, we fear we will be greatly damaged again by sending the overflow of water down on us that should flow through the Iowaville ditch. Now then, we beg that your honorable commissioners will prevent the stopping or partly stopping of said ditch, for the reasons just given.

Respectfully,

GEO. A. BAKER, Selma, Iowa.

SELMA, Iowa, June 15, 1895.

Mr. W. F. Ainsworth, Secretary:

DEAR SIR:—To-day, I expect you will hear from a part of the men who are very much interested in filling up the Iowaville ditch, and Tuesday or Wednesday you will hear from a few more; a part of them were away from home and I did not see them. Nearly all of them knew nothing of the commissioners' visit there or they would have been out in full force, and when you hear from them all you will find it as I stated, that the ditch that carries the water from the railroad ditch, south to the river, is the main thing to be kept open, as all trades in real estate are made on the basis that the ditch is the main water course. The railroad company should notify Mr. Hinkle to take out the rock and brush that he has put in there; the Iowaville ditch is for the people, not for one person. The ditch is the making of all of our lands as well as Mr. Hinkle, to whom it has been worth several thousand dollars. Now he wants to fill it up, about three hundred yards south of railroad track, and keep it open below for his own benefit. I would like to show the honorable board in person how it is, would show to them what is going on, if I could have them on the spot. If railroad company after they made the ditch, allows Mr. Hinkle to do this kind of business, it will ruin our lands below, east of ditch. The water off of all the bluffs from Eldon, five miles, will flow over our lands. If there is anything wanting in explanation, notify me and I will gladly answer all inquiries. Respectfully,

W. E. BALDWIN.

From these communications, as well as from those filed by the original complainants, it will be seen that quite a large number of people are interested in the questions involved in the case.

The general common law rule, as between individuals, who respectively own the upper and lower estate, seems to be that either may for the purpose of improving his land, divert or dam up mere surface water, and, if in so doing, the other



suffers damage, the law furnishes him no remedy, and in some of the states, this is held to apply to railroad companies. The principal, if not only exception to such common law rule is that the improvement, whatever it may be, must not have the effect to increase the quantity of water, which is precipitated on the land of another. In this state, however, it cannot be said that our courts have held that rule in all its strictness, applicable to railroad companies. The case of *Drake v. The Chicago, Rock Island & Pacific Railroad Co.*, 63 Iowa, 302, was an action to recover for damages alleged to have been sustained by reason of the accumulation of water on plaintiff's land, caused by the construction of the defendant's embankment, without the construction and maintenance of proper ditches and culverts, and also for an alleged failure to keep ditches, at one time constructed, in proper repair. One of the first questions to be considered in such a case, the court say, would be whether any such right to dam up or stop the flow of surface water had been paid for or included in the right of way damages, when that was acquired by the company, and they say: "If we could suppose a case where the construction of a railroad would necessarily interfere with the flow of surface water, and cause it to accumulate and stand on the land from which the right of way is taken, the injury that would accrue therefrom should, we think, be considered by the commissioners and embraced in their appraisal of the right of way damages. The land owner is entitled to be paid not merely the value of the land taken, but for all incidental injuries which must necessarily result from the proper construction and maintenance of the road \* \* \*. But the evidence shows that the drainage of the surface water from the plaintiff's premises was easily maintainable by the construction and maintenance of a ditch along the defendant's right of way to its trestle work. The case is not different from what it would have been if the defendant could have effected the drainage by the construction and maintenance of one or more culverts. Where the effect of a mere embankment would be to obstruct the passage of surface water and cause damage to the premises from which the right of way is taken, but sufficient drainage can be easily secured by a ditch or culvert, it appears to us that when the company applies for a right of way, it could not be presumed to be desirous of securing and paying for the privilege of obstructing the passage of the water. Such being our view we could not say that the right to obstruct the passage of the water was included in the right of way damages. The owner of the premises from which the right of way was taken was paid, as we must presume, upon the theory that the company preferred to protect him against this incidental injury. The very enjoyment of the easement therefore carried with it day by day the obligation to furnish this protection."

And in that case, under the facts so found to exist, the supreme court seem to approve an instruction given by the lower court, as to the law of the case as follows:

In my judgment a railroad company is under legal obligations in constructing its railroad through the country, in crossing farms and land generally, to so construct its embankment as not to flow surface water back upon the land through which it passes. I do not think that the common law with reference to the right of owners of town lots or other lands to fight surface water from them, can justly be made to apply to railroad companies.

When the case was again before the supreme court upon another appeal, the late Justice Severs dissented from the former opinion of the court, but in a later case, *Sullens v. the same company*, 74 Iowa, 663, the court adhered to the doctrine first declared, and in said last mentioned case they use the following language:

We recognize the general rule that each may do with his own as he pleases, but we also recognize the qualification that each should so use his own as not to injure his neighbor. \* \* \*

The same principle as applied to the obstructing of a flow of surface water from the dominant to the servient estate was recognized in *Drake v. Chicago, Rock Island & Pacific Railway Company*, 63 Iowa, 302. The rule thus far adhered to by this court seems to be just, and we do not think there is sufficient cause to abandon it. The reasons for requiring that improvements on land be so made as to do no unnecessary injury to other lands apply with especial force to the construction of railroads. These have become so necessary to modern civilization that their builders require and are given extraordinary privileges; one of these is the right to take and hold so much real estate as may be necessary for the location, construction and convenient use of their railroads. The primary object for which railroads are built is not to improve the particular tracts of land over which they pass. They are located in part with reference to the configuration of the country through which they pass, and the cost of construction. On the other hand, the general land owner has no voice in the location and construction of a railway. The burden which it may cast upon his land is not such as springs from those improvements which are designed to make the soil productive. Hence it is not a burden to which his estate is naturally servient. If his land be taken by the railway corporation he is entitled to compensation for such injury as naturally results from the taking, but his land may not be taken, or if taken, the railway may be so constructed over it as to cause damage which was not the necessary result of the taking. In such cases, if injury result from an improper construction of the railway, or from wrong in its operation, we see no reason why the railway corporation may not be made to respond in damages.

The doctrine of these cases is again approved by the supreme court in later cases reported in 83 Iowa, 15, and 88 Iowa, 282. In said last reported case, *Wittlits v. Chicago, Burlington & Kansas City Railway Co.*, the court say:

It is clearly the rule in this state that persons exercising the right to improve the condition of their own land must exercise it in a careful and prudent manner, so as to occasion no unnecessary inconvenience or damage to the servient owner. \* \* \*. There being evidence tending to show that the defendant and its predecessor could have relieved the plaintiff's land from the surface water by keeping open the ditch that was cut for that purpose, there was no error in overruling the defendant's motion for a verdict, nor in giving and refusing instructions as to the rule in respect to surface water.

Is it the duty of, or is the railway company in this case, because it has constructed a solid embankment on its right of way through the lands in question, bound to always maintain the same in substantially that condition, simply because it affords protection to the land owners on the south side of its track from surface water coming from lands on the north side; or has the railway company the right under the facts existing in the case now before the commissioners, if it deems it advantageous to its road bed, or to relieve itself from damage caused by the stoppage of surface water complained of, to open a passage way for such water by proper culverts placed in said embankment, a right to so build or place the same, and without being responsible for any damages caused thereby to the land owner on the south side of its track or right of way?

We think these questions are substantially answered by the supreme court in the case of *King v. Chicago, Burlington & Quincy Railway Co.*, 71 Iowa, 696, and the rights of adjacent land owners in such cases are so fully set forth that we quote here the opinion of the court in that case, which is as follows:

Defendant's railway was constructed in 1869. At the point in question it crosses a slough, or swale, through which the surface water from several hundred acres of land lying on the north side of the track found its way to the Nishnabotna river. In the original construction of the railway this slough was spanned by a trestle, which permitted the passage through defendant's right of way of all the water which came upon it from the north through the slough. The track was maintained in this condition until 1879, when defendant filled the space covered by the trestle, making a continuous embankment which prevented the passage of the water. It also constructed a ditch on the north side of its track, through which it sought to conduct the water to the river. This ditch was not of sufficient capacity, however,



to carry all of the water which came through the slough, and it caused a portion of the lands lying on the north side of the track to be overflowed. It was also found that the abatement of defendant's bridge over the river was in danger of being undermined by the water which flowed through the ditch. The owner of the land which was overflowed by the water from the ditch brought suit against defendant to recover the damages caused thereby, and, in compromise of that suit, defendant agreed that it would enlarge the ditch or reopen the passageway for the water through the embankment. It elected to take the latter course, and was proceeding to open a waterway through the embankment when this suit was instituted.

Between the time of the construction of the railroad and the closing of the waterway in 1879, there had been a material increase in the amount of water which flowed through the slough, caused by ditches which had been constructed by the owners of some of the land which drained into the slough, for the reclamation or improvement of their lands. And during the time the waterway was closed there had also been an increase in the amount of water in the slough, resulting from like causes. Plaintiff's land is south of the track. It does not abut on defendant's right of way, but if the water which will flow through it after passing over the intervening land will enter upon his premises and overflow and render unfit for cultivation a portion of his land, it will also overflow and at times render impassable a highway which affords plaintiff the most convenient way of access to the town at which he trades.

The question which arises upon the facts is whether defendant is bound to maintain the embankment in such condition as to protect plaintiff's premises and said highway from the water which comes upon its right of way through said slough. It has not been claimed that defendant originally owed plaintiff any duty in that respect. Before his railroad was constructed the water naturally flowed through the slough and found its way onto plaintiff's premises, and at times portions of his land and the highway were overflowed by it. Very clearly plaintiff had no right originally to demand that the embankment should be so constructed and maintained as to form a protection to his premises against the water. The position urged by counsel, however, is that when defendant assumed to take charge of the water, and undertook to conduct it to the river through another channel it relinquished all right to have it conducted away from its premises by the natural channel, and as the reopening of the waterway through the embankment would work an injury to the lower estate, it is now estopped from opening it.

But it is very clear, we think, that plaintiff is not entitled to recover on the ground that defendant is estopped by its previous acts from opening the waterway. What was done by defendant had the appearance, it is true, of being a permanent work. But it is an essential element of an estoppel *in pais* that the one pleading it, or those under whom he claims, should have relied on the act or representation alleged, and been induced by it to alter his position with reference to the subject to which it related. 2 Pars. Cont. 703; *Lucas v. Hart*, 5 Iowa, 415.

It is not claimed, however, that plaintiff did anything in reliance on the permanency of the work done by defendant. The closing of the waterway had the effect to render arable the portions of his land which before that were subject to overflow, and he cultivated them. He simply availed himself of such benefits as resulted from the act done by defendant, but he did nothing himself which contributed to the result. If the waterway should be opened he would be placed in precisely the same position he would have occupied if it had never been closed. This essential element of an estoppel is clearly wanting in the case. When defendant constructed its embankment, it had the undoubted right to have a way for the passage of the water through it. By so doing it neither increased the amount of water, nor otherwise changed the flow upon the lower estate. It simply permitted it to flow through its premises by its natural course.

As the water was mere surface water, it had the right to make provision for the protection of its premises from injury from it. Its act in closing the passageway through the embankment, and constructing the ditch, was not an invasion of any of plaintiff's rights. Neither did it create any new duty or obligation from it to him. There is no legal principle upon which it can be said that defendant is bound to protect plaintiff's premises for all time from the surface water which would flow upon them, because for a time it maintained a work which had that effect. The work was done originally for the amelioration of defendant's estate, and in that respect it was lawful; but the relative rights and obligations of the parties remained the same after as before it was done.

The fact that a greater quantity of water will flow through the waterway than did before it was closed, does not affect the rights or obligations of these parties. That effect will follow, not from anything which defendant has done or proposed to do, but will be the result of what has been done by other parties. We need not inquire whether those acts are unlawful or not, for, if it should be conceded that they are unlawful, defendant is under no obligation to protect plaintiff from the consequences which will result from them. If the act of the

adjacent land owners in draining their land into the slough was wrongful, defendant has the right, doubtless, to take such action as would protect its own premises from injury by the increased amount of water thrown upon them. But it is not under obligation to protect plaintiff's premises from injury by that cause.

If what has been mentioned in this case as the Iowa ditch was constructed jointly by the railway company and the owners of the land through which it runs, or if such ditch was established by the consent or acquiescence of such land owners, it is very doubtful if such owner would have any legal right to close up or materially change the same without the consent of the railway company, or other persons interested.

In the case of *Vannest v. Fleming*, 79 Iowa, 638, where the question was somewhat in issue, the supreme court in their opinion use the following language:

The evidence very plainly leads to the conclusion of fact that the ditch described in the second count was constructed jointly by the parties under an oral agreement as to its course, etc., each party contributing labor or money to constructing it. The parties have recognized the ditch, have plowed and farmed in accord with it, and have expended money and labor in the performance of the contract. It can be set aside, disregarded and annulled by neither without the consent of the other. The assent of defendant to the construction of the ditch on his land is in the nature of a license which, having been accepted and the rights conferred, assumed and exercised, cannot be set aside or disregarded.

All the parties in interest did not appear before the commissioners at the time of said hearing, and they may not be in possession of all the facts material to a full or complete adjustment of the rights of the parties interested; but so far as the facts do appear from the evidence at the hearing, and the personal examination made of the premises by the commissioners, they are of the opinion that the respondent railway company would have the right, under the law as announced by the supreme court of the state, to put in culverts or trestle work at all proper places in its embankment or road bed before mentioned for the purpose of allowing the passage of the surface water that may accumulate north of said embankment in substantially the same way it passed to the river before said embankment was constructed. And the company would also have the right, if it so preferred, to cause said water to pass through a ditch on its right of way, on the north side of said embankment eastward to said Iowa ditch and thence to the river, and in the judgment of the commissioners said company should as soon as practicable adopt and put into effect one or the other of said methods of caring for and disposing of said surface water.

Des Moines, Iowa, August 1, 1895.

CITIZENS OF CONOVER,

v.

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

Complaint filed July 11, 1895.

Water supply for stock yards.

#### DECISION OF COMMISSIONERS.

Under date of July 11, 1895, the following communication and petition was received by the commissioners from citizens of Conover and vicinity:

To the State Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—We, the undersigned farmers living in the vicinity of Conover, Winneshiek county, would respectfully ask you to compel the Chicago, Milwaukee & St. Paul Railway



company to furnish water for their stock yards at Conover. Said yards were established a number of years ago, but never had a well put in them and it has been impossible for stock buyers to handle stock there as the expense and inconvenience of having water hauled to yards from a distance was too great. Conover is our natural market town where we sell the bulk of our produce and the grain buyers there as well as other parties have repeatedly attempted to also handle our live stock, but always had to quit it and solely for the reason that they could not get water for the stock.

Now we are assured by the buyers that they have often asked the said Chicago, Milwaukee & St. Paul Railway company, through their representatives, the agent at Conover and also the division superintendents, to furnish water for the stock yards, but nothing was ever done. They would promise to take up the matter and that would be the end of it, and this thing has now been going on for years. There is a great deal of live stock tributary to Conover station and we must ask you to insist on the railroad company to furnish the necessary facilities for handling the same. There are buyers there willing and ready to handle our stock if the railroad company enable them to do it.

Please give this matter your early attention and thereby greatly oblige your petitioners.

MARTIN DILLERS,  
JOHN KOLANS,  
and sixty-three others.  
CONOVER, July 5, 1895.

W. W. Atinworth, Secretary, etc.:

DEAR SIR—I have presented the above petition to the persons that have signed the same and if you need more signers to the same in order to take action in this matter, please return the same to me and I will get twice as many more, as farmers know that a well in the yards is needed. Respectfully,

CHAS. SYDOW,  
Postmaster.

This was forwarded to A. J. Earling, the general manager of said railway company, and July 13, 1895, the following reply was received from him:

Answering your communication of the 11th inst. in reference to the complaint of Messrs. Sydow, Phillips, Kolans and others of Conover, Iowa, I have to say that the matter of furnishing water for the stock yards has been up for consideration a number of times, but it was found that the expense of drilling a well at that place was so large and the shipments of live stock so small that we have not felt justified in incurring the expense necessary to provide a well. I understand that it would be necessary to go down several hundred feet to get a supply that would be sufficient. If there should be any material increase in the amount of live stock from that station, we will of course arrange in some way to furnish water, but the shipments up to this time have not been sufficient to justify the expense.

This in turn elicited the following reply:

CONOVER, Iowa, July 15, 1895.

W. W. Atinworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Thanking you for the kind information just received, dated July 12, 1895, I would say in answer to your communication that it is hardly to be understood by the petitioners that the manager of the Chicago, Milwaukee & St. Paul railroad says that the shipment of live stock was not sufficient to furnish water at this station, but shipments from only one firm, Jacob Meyer, has amounted, from November, 1894, to May 25, 1895, to 2,000 of live hogs, besides other firms. Of course the railroad's books must show the amount of stock shipped, and the farmers around here took this step of getting justice done and ask this from the railroad commissioners to see that justice will be done by a railroad that has no competition. I am buying live stock tributary to this station and had to send the stock of hogs to-day, July 15, 1895, to Calmar for shipment, with a loss to me in order to hold my trade with the farmers. The railroad company may just as well say that they will not sell railway fare tickets at a small station as there are not enough tickets to be sold and let the traveling community go to a large town to buy a ticket to ride on their road. I think Mr. A. J. Earling overestimated the expenses, and even if he did it is only a small matter and a just one, as no one can buy and ship live stock unless it is well taken care of. I have been a shipper of produce with this company for twenty-eight years up, and we have shipped live stock, but had to quit it on account that we had no inducement from the railroad company to make a living out of it. I wish you would have the kindness to present this matter in a true view to the company and let me know of the result. Very respectfully yours,

C. SYDOW,  
Postmaster.

This having also been forwarded to said general manager, he replied under date of July 30, 1895, as follows:

Mr. W. W. Atinworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I have your letter of the 17th together with a communication under date of July 12th, from Mr. Sydow, of Conover, Iowa. I do not know that I can add anything to the statements made in my letter of the 12th in reference to the stock yards at that place. I can simply repeat that the business is not sufficient to warrant the company in expending two or three hundred dollars to provide water at that place.

The commissioners thereupon fixed Tuesday, August 13, 1895, 5 P. M., at Conover, for an investigation and hearing of the matter, of which due notice was given to the proper parties.

At that time and place the commissioners were present. Mr. Sydow, W. H. Wilson, Jacob Meyer and others, appeared on the part of complainants, and Mr. Fox, division superintendent, and the roadmaster in charge of that part of respondent's line, appeared on the part of said railway company.

From the personal examination made by the commissioners of the locality in question and the statements and evidence submitted at said hearing, they find that stock yards have been furnished at said station of Conover by said railway company ever since their railroad was built to that place in 1867. That they are in good repair and adequate to the business and only lack a water supply to make them available for the purpose intended. That without such water supply the same are practically worthless during a large share of the season for stock shipping purposes. That Conover is something over three miles by wagon road from Calmar, the next nearest station on said line of railway. That about four miles west of Conover is the village of Spillville, containing about 500 inhabitants that is without a railroad, and Conover is its nearest railway station, and to which there are better and more available highways than to any other railway station in that locality. That Conover is situated in a good farming and stock raising region of country, and that many farmers living nearer to Conover than any other railway station who now deliver their stock to other stations that would much prefer to deliver the same at Conover, if the stock yards there were supplied with water and thus made available for use at all seasons of the year. That from a statement submitted by the station agent of the company it appears there were shipped from that station the following number of cars of stock for the years given, to-wit:

1891.....	15 CARS.
1892.....	27 CARS.
1893.....	15 CARS.
1894.....	46 CARS.
1895 (up to August 13th).....	24 CARS.

And the commissioners are satisfied from the evidence submitted to them that such shipments would be materially increased if better facilities as to water supply were furnished by the railway company. That within a distance of from 1,000 to 1,500 feet from said stock yards are several wells ranging from 60 to 120 feet in depth, that appear to furnish a reasonable supply of water, and the probabilities are that a well could be obtained at said stock yards at a depth of about 100 feet, that would furnish an adequate water supply for such yards and that the expense of putting down such a well in that locality is about one dollar per foot.

It further appeared from statements made at said hearing that Conover is the only station of its size or class along the line of defendant's railway having stock yards such as there located, that is not supplied with water for stock by said

company, and no good or sufficient reasons appear to the commissioners why that station should be made an exception to the general rule that appears to have been adopted by said company in relation to such matter.

In the judgment of the commissioners therefore, in order to promote the convenience and accommodation of the public in that locality, said respondent, the Chicago, Milwaukee & St. Paul Railway company, should at its said stock yards at Conover, put down a well, properly equipped with a pump, and thereby furnish a proper supply of water for stock at such yards, and said company is hereby so informed.

Des Moines, Iowa, August 27, 1895.

CONDEMNATION BY CHICAGO GREAT WESTERN RAILWAY COMPANY—IN MATTER OF OELWEIN STATION.

In matter of petition of Chicago Great Western Railway company for permission to condemn certain lands for additional depot grounds in the town of Oelwein, Fayette county, Iowa, the board of railroad commissioners of the state of Iowa do hereby certify that upon the application of the Chicago Great Western Railway company to this board, stating the desire of the said company to condemn the property hereinafter more particularly described, for additional depot grounds, for the use of said company, the commissioners proceeded in conformity with law to examine into the matter of the said application, and do hereby certify that, in the opinion of the board of railroad commissioners, the additional lands described in the said application are necessary for the reasonable transaction of the business, present and prospective, of such railway company. The said lands are described as follows, to-wit:

Commencing at the northeast corner of lot twenty-two (22) in block three (3), in Humphrey's addition to Oelwein, Iowa, and running thence south sixty-five and seven-tenths (65 7-10) feet, thence northwesterly to a point four and thirty-seven hundredths (4 37-100) feet south of the northwest corner of said lot twenty-two (22), thence north four and thirty-seven hundredths (4 37-100) feet, thence east on the north line of said lot twenty-two (22) to place of beginning.

In witness whereof the said board of railroad commissioners have caused this certificate to be executed and duly signed and attested by its secretary, with instructions that the same be filed with the clerk of the district court of Fayette county, State of Iowa.

Attest:

W. W. AINSWORTH,

Secretary of the Board of Railroad Commissioners of the State of Iowa.

Des Moines, Iowa, September 24, 1895.

No. 8, 1895.

R. T. GRAVES, MASON CITY, IOWA,

v.

THE MASON CITY & FT. DODGE RAILROAD COMPANY.

Petition filed November 23, 1894.

Under firm crossing.

DECISION OF COMMISSIONERS.

November 23, 1894, a petition was filed with the commissioners as follows:

To the Honorable Board of Railroad Commissioners:

GENTLEMEN—I would respectfully show to your honorable body that I am the absolute owner of land in the northwest quarter (¼) of section six (6), in township ninety-five (95),

north of range twenty (20), and also in the northeast quarter (¼) of section one (1), in township ninety-five (95), north of range twenty-one (21), both west of the fifth principal meridian, Iowa.

That I own in addition to the said described premises, a large tract of land adjoining and connected therewith in the same vicinity; that the Mason City & Fort Dodge railway enters my land about nine rods west of the northeast corner of the northeast quarter (¼) of section one (1), in township ninety-five (95), and runs diagonally in a southwesterly direction through the said premises.

That I am engaged in raising and handling a large amount of stock, such as horses, cattle and hogs. That I have two pasture lots, one of forty acres or a little more on the east side of said right of way, and a tract of a little over thirty-five acres on the west side of said right of way, all within the said described premises.

That my dwelling, cattle yards, stock yards, horse barn, cattle barns, wells and windmill, lie east of said right of way, and partially on the said forty-acre pasture tract. That my stock to get water must cross said right of way through the two gates at said crossing, and must go through from the west pasture into the east pasture in order to get to the wells and barn for water, and in the summer time this trip must be made two or three times a day.

That at present there is only a wagon crossing between the said pasture lands with two poorly constructed gates, and said gates below without any fastening, and are heavy and clumsy, usually being tied to the post with wire, and I have no way of driving my cattle and stock from one pasture to the other, only by passing through these two gates over the right of way.

That it makes it troublesome and expensive to be compelled to drive the said cattle and to open said gates so often, that it is very inconvenient, and the gates are liable to get out of repair, liable to be left open, liable to be rushed open by the cattle, and is a source of annoyance and a detriment to both myself and the railway company. That there is no cattle guards at the said private crossing and it is almost impossible in driving my cattle and stock from one pasture to the other to prevent them from running north or south on the right of way, thus increasing my annoyance and expense. That I have had a number of cattle killed by getting through the gates upon the right of way of the said railway company.

That an underground passage connecting the said two pastures is absolutely necessary, and can be accomplished without great expense to the company.

That I have requested the general manager of the said Mason City & Ft. Dodge Railway company to build me such a passage and he seems inclined to accommodate me, but insists that his superiors object to any expense to the company in that direction. I attach to this petition a plat of the said premises, showing the location of the pastures, the right of way of said railway company, the elevation of the track, which I think will aid your honorable body in seeing the necessity of a passage under the said right of way of said railway company between my pastures.

I indicate on the said plat, in red ink, the point where the track is elevated sufficient above the level of the surface, to make a good passage way under the track.

Wherefore I pray your honorable body may investigate my rights with the railway company, and direct them to construct, build and maintain a passage way for the accommodation of your petitioner, and I pray for such further relief in this respect as your honorable body may decide as being just and equitable in the premises. [Signed]

R. T. GRAVES.

Subscribed and sworn to, etc.,

A copy of this was duly forwarded to the general manager of said company and he replied as follows:

FORT DODGE, IOWA, December 18, 1894.

W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your communication of November 27th, inclosing petition of R. T. Graves, of Mason City, Iowa, for the establishment of an underground crossing under the track of this company at a point about one mile north of Burchinal station and where our right of way runs through said Graves' lane, I will say:

That we do not think it necessary for Mr. Graves to have an underground crossing, while it might be convenient for him, as it would for all parties who have to drive stock across a railroad. In order to give him one it will be necessary for us to dig out our track and put in a bridge and maintain it, an entirely unnecessary expense to us, and one that we cannot afford. That the place selected by Mr. Graves is where the earth has been scraped up on each side of the dump to make an embankment; the said embankment is only about four feet above the natural surface; that the holes or borrow pits are about two feet deep and measuring from the bottom of these pits there might be room to admit of cattle passing back and



forth, but that this location is low ground where water will settle and lay in wet seasons and interfere with our track, and we would have to be to a further expense in draining the crossing; further, at such times when the water would stand in the crossing, if constructed, the mud would be so bad that his stock would not pass through and we would be further compelled at an additional expense to put in a stone bottom so they could get through, or that at such times when they could not pass through the underground crossing, they would be compelled to use the gates, and the danger to said Graves' cattle and to the railroad company would thereby be in no way lessened.

That I consider the building of the underground crossing as unpracticable and expensive; that it is practicable and possible for Graves to do as others along our line are doing, and as he is now doing, to drive his cattle across the right of way when necessary or to put in another well and windmill in the west side pasture.

If your board deem it necessary, I will meet them on the ground at any time convenient to them, if they will so advise me, and I will arrange to hold a train for them a few minutes to look the ground over, or run the train out from Mason City and back for their accommodation at any time. Yours truly,

C. C. BURDICK,  
General Manager.

Under date of December 26, 1894, the complainant by his attorneys, filed what might be considered a general denial of the allegations contained in the answer of the railway company, and alleging among other things that the company has been negligent in maintaining the gates at the crossing he then had.

May 28, 1895, after due notice to all parties, the commissioners visited the locality and made a personal examination of the premises in question. The complainant appeared in person and by Colonel McConlogue, his attorney, and the respondent company was represented by Mr. Burdick, its general manager. The commissioners were not satisfied from their examination of the premises that an underground crossing was practicable at any place indicated or desired by the complainant, and requested that a survey be made by a competent engineer and a map and profile of the locality be furnished them. The same were made and sent to the commissioners, and accompanying the same was a further communication from the general manager of the company as follows:

FORT DODGE, IOWA, June 10, 1895.

W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—At the request of your honorable board I enclose to you herewith map and profile of this railroad through section 1, township 95, range 21, owned by R. T. Graves, being the location set forth by him in a petition for an underground crossing of this company's grade and right of way.

Exhibit "C" is a map of the right of way showing location by sections of 1,000 feet each thereon and identifying the location of present grade crossing; also south location at 289 marked "Exhibit A" and north location at 275 marked "Exhibit B"; also profile showing the natural surface of the land and the original grade line of our track through the land, marked "Exhibit D." The dumps have settled more or less from the original construction and we have never built them again. We cannot put an underground crossing in either of these places without further excavation below the natural surface, as the greatest depression shown at "Exhibit A" below top of tie is 6.4 feet which is to bottom of borrow pit, while at the natural surface we have 4.8 feet on the east side and a trifle less on the west side, from which should be deducted twenty-two inches for the tie and stringer, leaving about 4.6 feet from bottom of borrow pit and three feet from natural surface. At this point we have already, at considerable expense, put in a tile drain to carry the water from the west side of the right of way to the east, and he now insists on the under crossing for his stock to get to the water.

At the north location, "Exhibit B," we have from the bottom of the borrow pit to top of tie 4.6 feet, and from natural surface 4.7 feet on the west side, this being the lower side. Allowing 22 inches for the tie and stringer would allow about 4.65 feet from bottom of borrow pit and 2.9 feet from natural surface. The land on the west side of our right of way at this point in under cultivation and I do not understand is under consideration for an under crossing at this point on this account, besides, in wet seasons there is a good deal of water running or

standing at this point and we would not think of having it stand under our dump, and at such times it would be impassable for stock on account of mud, unless a rock bottom be put in. Respectfully,

C. C. BURDICK,  
General Manager.

A copy of this communication was sent to complainant, and under date of June 15, 1895 a reply was received as follows:

MASON CITY, IOWA, June 15, 1895.

W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:  
DEAR SIR—In reply to the letter under date June 10, 1895, by the Mason City & Ft. Dodge Railway company, through their general manager, Mr. C. C. Burdick, in the case of R. T. Graves v. the said company, for an underground crossing, I would state:

That it is my desire to have an underground crossing so that my cattle may pass from pasture to pasture unmolested, and that I be relieved from the expense of opening and closing two gates where the railroad company divides my pastures, and as I before wrote you, I am not particular about the point where the honorable board may locate such an underground crossing.

I would say that at the north location, where Mr. Burdick describes in the last paragraph of his letter, and where he says that the land on the west side of the right of way, at this point, is under cultivation, that the said land is seeded to tame grass and will be used for a pasture as soon as the present crop of oats is taken off.

That I am perfectly willing and will be satisfied if the crossing be made at that point. In fact, I will be satisfied if the board order an underground passageway anywhere, so that my cattle can pass from one part of my farm to the other without being required to open and close gates as I am obliged now to do.

If in the opinion of the honorable board the grade is not high enough to warrant them in ordering the railroad company to make an underground passageway, I would therefore demand and ask that a regular overground crossing be made with a fence running from their right of way to the edge of the track, with necessary cattle guards, so that my cattle can pass from one pasture to the other, for as I before wrote your honorable board, I am under a great expense in conveying my cattle from one pasture to the other and in seeing that the gates are opened and closed.

That I have, as I before wrote you, lost in damages, by my cattle getting on the right of way through the gates and being killed by the defendant's trains, quite a sum of money, and I was forced to commence suit against the railroad company to recover for damages to my stock, and although we finally settled without suit, I did not recover any more than the value of the stock, and have been out quite a little expense in commencing suit to recover for the damages, to say nothing about the time I lost and the annoyance and worry which necessarily follows such trouble.

I trust your honorable board will, after viewing all the circumstances and the condition that I am in, award me such relief as I am justly entitled to.

Submitting for your honorable decision the controversy in question, I remain

Most respectfully,  
PER GLASS & MCXONLOGUE,  
His Attorneys.

R. T. GRAVES.

From the personal examination of the premises made by the commissioners and the survey plats and profiles filed with them since, the commissioners are not satisfied that at a reasonable cost to the company an underground crossing is practicable at any place upon the land of complainant where he desires the same constructed. As to an open crossing at grade with cattle guards and wing fences and without gates, so that cattle could pass back and forth without any person in charge, or stop and lie down upon the track, if so inclined, as the complainant asks in his said last communication to the board, the commissioners deem that kind of a crossing too dangerous to the public travel upon said railroad to order or direct the same under the facts existing in this case.

The board has in the recent case of *Alexander Warnock v. the Burlington, Cedar Rapids & Northern Railway company*, given its view of the law pertaining to such applications for underground farm crossing (report of 1893, pages 171 to 182), and it is not deemed necessary to enter upon any further discussion of the

legal questions involved. In that case the commissioners ordered an underground crossing, or passage for stock, and set forth the facts that in their judgment justified such an order, or made it the duty of the railway company to put in such a crossing. The facts in the present case are not as strong in that direction as the former one referred to. In that case the company declined to put in the crossing and the commissioners caused suit to be brought in the proper district court to enforce the order. The district court sustained the same and directed the company to comply with the order, but the company appealed to the supreme court and the case is now pending in that court. When a decision is rendered in that case by the supreme court, the right to such crossing by the land owner and the duties of the railways in relation to the same will probably be better known and defined. Until such a decision is made, the commissioners do not deem themselves justified in making any further orders for such crossings, unless the facts and circumstances seem to as strongly justify and require the same as in said Warstock case.

This case is therefore dismissed without prejudice to the right of complainant to again present the same, after a decision by the court of said former case is rendered, if complainant then desires so to do.

The company should, in the present case, repair their gates at the present crossing and properly hang the same so as to be more easily handled, and put said crossing in good condition in all other respects for the use of complainant.

Des Moines, Iowa, October 9, 1895.

No. 9, 1895.

JAMES WELDAY, FAIRFIELD, IOWA,

v.

CHICAGO, FORT MADISON & DES MOINES  
RAILWAY COMPANY.

Complaint filed July 31, 1895.

*Farm crossing.*

#### DECISION OF COMMISSIONERS.

On July 31, 1895, Mr. James Welday, of Fairfield, by his son, Mr. W. W. Welday, of Des Moines, entered his complaint before this board against the defendant company. It was an oral representation setting forth in the main the following points: Mr. Welday owns a farm in Jefferson county about two miles northwest of Libertyville. About 80 acres of said 160 are on the south side of the railroad, as also are the farm buildings and the highway is north of said railroad, and said highway can be reached only by crossing the right of way of said company, all of which is a great inconvenience to the said plaintiff, and for this reason Mr. Welday asks the aid of the commissioners in securing a crossing with cattle guards and wing fences on each side of said crossing, alleging that such a crossing would add much to the convenience and comfort of his renter, who was compelled daily to cross this right of way with his stock to reach the pasture. The substance of the complaint was made a matter of record and Mr. E. F. Potter, general manager of respondent road, was furnished a copy and requested to "investigate this matter and make early answer thereto."

Mr. Potter's reply was filed August 22d, and with it a plat showing the location of buildings, right of way of the railroad company, and the highway north of the farm referred to, also one at no greater distance from the buildings on the

east side of the farm, this last reached by a private way south of the railroad tracks. Mr. Potter said: "I feel that Mr. Welday is unreasonable in his request."

Copy of Mr. Potter's letter was forwarded to Mr. Welday immediately upon its receipt, and on September 13th Mr. Welday called at the office and requested that the commissioners visit the place and decide if he was entitled to the relief asked for. All the interested parties were notified that the commissioners would make a personal examination on the farm Thursday, September 26th, and hear what might be said in the case.

On the date named the commissioners visited the locality and were met by Mr. Welday, the complainant, and Mr. Potter, general manager, and Mr. Skinner, right of way agent of the railroad company. The commissioners found upon examination that the representations of crossings, highways and buildings as given on the plat furnished by the railroad company to be substantially correct. The right of way of the railroad cuts Mr. Welday's land as he represents. The company have put in for his use the ordinary farm crossing at the most convenient point by which he (or his tenant) may reach the pasture and tract of land north of said right of way. In addition to this grade crossing and about twenty rods east of the same the company have provided an under crossing of sufficient head room to permit loads to be hauled through, and through which stock may run at will, connecting with the same pasture lot reached by the grade crossing now in use and asked to be bettered by making it an open crossing with cattle guards and wing fences. The highway most in use by the occupants of the farm, that is the one leading to the postoffice and depot, is reached by a drive way to the east, and without the danger attending the crossing of railroad tracks. The officers of the respondent company contended that Mr. Welday was provided with "an adequate crossing" as required by law, and even more, as he had an under crossing entirely free from hazard of every kind; that a crossing such as was prayed for by Mr. Welday was especially dangerous to the public and increased very much the risk in running trains. Mr. Welday maintained such a crossing as he asked for would be of great convenience to his renters in permitting the stock to come direct to the barn and avoid the necessity of driving fifteen or twenty rods east and then through the under crossing. In the establishment of farm crossings over the right of way of the various railways of the state it has been the policy of the commission to eliminate, so far as possible, the element of danger from the said crossing. All grade crossings are more or less dangerous, but the one preeminently so is the open grade crossing, and the one much to be desired is the under or over crossing.

In the case in question the complainant has, in addition to the grade crossing of which he complains, a very complete and safe under crossing within usable distance and connecting the divided sections of his farm in such a manner as to render it "an adequate means of crossing" and the commission, as at present advised, see no necessity of ordering the crossing petitioned for by Mr. Welday, and the parties are so informed.

Des Moines, Iowa, October 9, 1895.



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STATEMENT OF  
CASES CLOSED BY CORRESPONDENCE.

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## CASES CLOSED BY CORRESPONDENCE.

No. 71, 1893.  
IRA BANTA, SEWAL,

V.

CHICAGO, MILWAUKEE & ST. PAUL RAIL-  
WAY COMPANY.

} Changing name of station from Buda  
to Sewal.  
(Additional statement.)

Under date of April 28, 1893, Mr. Ira Banta of Sewal, Wayne county, directed a communication to this office asking aid and inquiring the necessary steps to be taken to secure the change in the name of the station Buda, on defendant's line of road, to Sewal, the said name of Sewal being the name of the postoffice at the said station of Buda.

In response to his request a copy of the law in such cases was sent to Mr. Banta with the instruction: "If your town comes within the provisions of the statute, you will kindly so inform the board and they will take the matter up with the railroad company." In reply Mr. Banta makes such a statement as to warrant the following being sent to A. J. Earling, general manager:

*A. J. Earling, General Manager C., M. & St. P. Ry. Co., Chicago, Ill.:*

May 12, 1893.

DEAR SIR—Application has been made to this board by a citizen of Sewal, Wayne county, Iowa, for a change of the name of the railroad station to conform to the name of the town and postoffice. The application is by Mr. Ira Banta, who states in a communication dated April 28, 1893, that a "large petition has been sent to the general manager of the railway to have the station name changed to agree with the town and postoffice, but it is refused." This case appears to be covered by chapter 31, laws of the Twenty-second General Assembly, as amended by chapter 24, acts of the Twenty-fourth General Assembly, to which your attention is respectfully called. This matter is laid before you for such answer as you may desire to file with the commissioners in the case.

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

To the above Mr. Earling says:

CHICAGO, May 20, 1893.

*Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—Replying to your letter of the 12th, in reference to the application for a change of the name of Buda station, on our Kansas City line in Iowa, I have to say that we have been working for years to avoid duplication or similarity of station names on the lines of this company. The company, as well as its patrons, have been seriously inconvenienced by the mis-sending of freight, and oftentimes passengers, on account of either duplication or similarity in station names. It is also important, in reference to train orders, that there should be no similarity of names of any stations on the same division. You may recollect that a very serious accident, which resulted in the death of a number of passengers and serious injury to others, occurred on a southern road several years ago through a misunderstanding of train orders by the train men, caused by a similarity of station names.



We have not the slightest objection to changing the name of Buda so long as the new name does not conflict with any of the station names on this company's lines, and all we ask is that some name shall be suggested which will not cause accidents or misleading of freight and passengers. Yours truly,

A. J. EARLING,  
General Manager.

Copy of Mr. Earling's reply was forwarded Mr. Banta to which he replied, but presented no new features of argument in the case and May 31st, the following was directed to Mr. Banta:

Ira Banta, Sewal, Iowa:

DEAR SIR—In reply to yours of the 27th referring to the desired change in the name of station, I am directed to say that, to the commissioners, the existing difficulty seems to be the selection of a suitable name. Mr. Earling says in his communication of May 29th, "We have not the slightest objection to changing the name of Buda so long as the new name does not conflict with any of the station names on this company's lines and all we ask is that some name shall be suggested which will not cause accidents or misleading of freight and passengers." In view of the manifest willingness of the company to make the change prayed for, provided certain conditions were complied with, it is earnestly hoped by the commissioners that your citizens may make the selection of such a new name as may be acceptable to the public and also avoid any annoyance to the company by a close similarity to any other station on any of their lines.

Believing that by a mutual conference the difference of opinion may be satisfactorily adjusted, such a course is respectfully suggested.

Very respectfully yours,

By order of the board.

W. W. AISWORTH,  
Secretary.

To this suggestion Mr. Banta reaffirmed his opinion that the railroad company should waive their inconvenience in the case and grant the request of the petitioners. As the result of this last and that the position of the commissioners might be more clearly understood the following was sent Mr. Banta:

Ira Banta, Sewal, Iowa:

DEAR SIR—In reply to yours of June 3d, I am directed to say that the law conferring upon the commissioners the power to order a change in name of railroad station to conform to name of the town or city in which said station is located could hardly be construed to mean that such change should be made as would be detrimental to the social or business interests of the community, nor yet such as might greatly inconvenience the railroad company in the transaction of their business as common carriers.

From your statement, as also from the company's, it appears there is a station on the line of the Chicago, Milwaukee & St. Paul railway in North Dakota, by the name of Sewal, which is the name you desire, except the cutting off of the final "l," which would be in effect practically having two stations of the same name on the same line of road in states adjoining, the result of which would probably be a very large amount of mistakes both in passenger and freight traffic, greatly to the annoyance of all interested parties.

From the evidence before the commissioners of a station already established and named Sewal, on the line of the Chicago, Milwaukee & St. Paul road, they might not, after a full hearing, feel justified in ordering another station of the same name, although it might be in a different state, and we would suggest that you secure the aid of your congressman in changing the name of the postoffice of Sewal to Buda, as there appears to be no postoffice of that name in the state, or some other name than Sewal, as might be preferred.

Very respectfully yours,

W. W. AISWORTH,  
Secretary.

By order of the board.

Here the matter seemed to rest until June 18, 1895, when the following was received in the office:

SEWAL, WAYNE COUNTY, IOWA, JUNE 18, 1895.

To Board of Railroad Commissioners:

We, the undersigned, respectfully insist upon the Chicago, Milwaukee & St. Paul Railway company's complying with the law, as shown in chapter 31, Twenty-second General Assembly, and chapter 26, Twenty-fourth General Assembly of the State of Iowa, as to change name of their station here "Buda" to that of our town and postoffice "Sewal." They have no

"Sewal" on this division (there is no Sewal in Iowa), and as we cannot change the name of postoffice to "Buda" (there being a "Breda," which often in writing looks like Buda), and also as we cannot well change the name of town, therefore, we ask you to notify said railroad company to change the name of this station to Sewal.

Ira Banta & Co., General Merchants,  
Dan. Kelso,  
N. Loughman, Merchant,  
Whitley Bros.,  
Allen Bros., Merchants.

Upon the receipt of the foregoing the commissioners fixed Tuesday, July 9th, at 2 o'clock P. M. as the time, and their office in Des Moines as the place where they would hear all interested parties in the case, and notified them accordingly. At the hearing Mr. Banta appeared for petitioners, and Mr. C. A. Goodnow, assistant general superintendent, for the railway company. Mr. Banta represented that the population of the town of Sewal was about one hundred inhabitants. The people wanted the station name of Buda changed to Sewal. The postoffice department refused to name the postoffice Buda as it would conflict with Breda. The railway company wanted to call it Warsaw and have its move that little village up to Sewal, but we had no right to do that. We think the railway company could call their station Sewal, as they have but one other Sewal and that is on another division of road in Dakota. The similarity of names causes some confusion and our goods are sometimes taken to Buda, Ill., instead of Buda station, Iowa.

Mr. Goodnow said: "It is not usual for us to dictate what the name of a station shall be. We do not desire, however, a duplication of names on our lines. There is a Sewal on the Fargo division, and there are two trains daily by side in Chicago that leave within five minutes of each other, one going to Sewal, Dakota, and the other going to Sewal (Buda) station, Iowa. People are very liable to make mistakes, and such mistakes are daily occurring where persons take the wrong train. Freight would be handled the same way. Passengers are careless and our men are careless, and if our trainmen should forget that there were two Sewals they might send a passenger wanting to go to Iowa on the train taking him to Dakota. We don't object to any name that would not conflict with a name on our lines. We will do all we can with the postoffice department to have the postoffice name changed. Any name that will be satisfactory to the people of Buda will be satisfactory to us, provided it does not conflict with any name on our lines. We will send a list of names acceptable to us, or you can send us a list and we will designate those acceptable to us."

The above is the substance of the argument presented pro and con; after which a friendly consultation was had between Messrs. Goodnow and Banta. Mr. Goodnow proposed to submit to Mr. Banta as the agent of the petitioners, a list comprising twenty names or more, any one of which would be acceptable to the railway company, or asked him to select any name not conflicting with the company's interests, and either would be accepted and made the name of the station. To this Mr. Banta (for himself) agreed, and they thus ended the hearing, neither seeming to want to do the other injustice. And as further evidence of a wish to do fairly, on July 18th Mr. Goodnow files the following which may be considered to close the case satisfactorily:

On further investigation of the matter we find it is practicable to change the name of Sewal, North Dakota, and we will therefore gladly change the name of Buda, Iowa, to Sewal as desired by the people of that town. I have written Mr. Ira Banta to this effect.

No. 1, 1895.

C. S. WOODFORD, CLAY,

V.

Highway crossing.

IOWA CENTRAL RAILWAY COMPANY.

The matter in controversy seems to be the condition of a highway crossing over the Iowa Central railway, said crossing being located in district No. 5, Clay township.

A complaint of somewhat long standing had been made by one A. J. Morgan, of the same conditions and by him handed down to his official successor, Mr. C. S. Woodford, who fills the office of road supervisor, having jurisdiction over the said crossing in Clay township. The complaint specifies the unsafe condition of one under crossing one mile west of Clay and of a grade crossing one-half mile west of the same place.

After some unsatisfactory correspondence with the complainants and officers in regard to the conditions existing, it was deemed best to visit the location and make a personal examination, and August 7, 1894, was fixed as the day for such investigation.

Mr. Dey made the visit as per appointment and as the result of said visit directed the following sent to the general manager of the defendant road:

August 15, 1894.

L. M. Martin, General Manager Iowa Central Railway Company, Marshalltown, Iowa:

DEAR SIR—Mr. Dey went to Clay on August 7th as agreed, but failed to meet Mr. McNamara or any other representative of your company. He met Mr. Morgan, former road supervisor, Mr. Woodford, the present road supervisor, and a number of citizens who were interested in the two crossings. He found that the crossing one mile west of Clay was not a "private crossing," as claimed by Mr. Ackert, but over the road from Brighton to Richland on which there evidently is considerable travel. This road has recently been worked by the company so that there is now thirteen feet head room and width enough for ordinary travel. So long as it is maintained in its present condition, he thinks the public have no reasonable ground for complaint.

The crossing about one-half mile west of Clay he regards as very dangerous. Section 1906 of McClain's code reads as follows:

"Any such corporation may raise or lower \* \* \* any highway for the purpose of having its railway cross over or under the same, and in such cases said corporation shall put such highway, as soon as may be, in as good repair and condition as before such alteration."

Section 1901 says that the corporation "shall construct at all points where such railway crosses any public highway, good, sufficient and safe crossings." The supreme court rules in the case of *Forley v. The Chicago, Rock Island & Pacific Railway*, Iowa Rep. 45, p. 214, that the duty "imposed by the statute upon a railroad company constructing and operating its railway, is to construct at all points where the highway crosses it, sufficient and safe crossings," is binding upon all corporations using railways in the state.

Before approaching this crossing, as the railroad comes from the west, it turns south-westerly, and the crossing being in a cut, the high ground and point of trees shut out the approaching train. The grading for the highway is very narrow and it is impossible for any one driving on the road to see over this point or to turn. Mr. Dey thinks the most practical method to remedy the trouble would be to raise the highway some two or three feet higher than it now is, grade it out the full width to the fence, cut off the trees on the point so that persons in a wagon can see over, make the crossing nearly at right angles and the descent on the north side to the tracks after the turn is made; that is, take off trees enough and have the roadway high enough so that a train may be seen to the curve, about 800 feet west. There may be other ways that are better, and it is not the wish of the board at this writing to direct specifically as to the way it should be done, but they hold that the crossing is unsafe, that this condition can and should be remedied. If necessary, a specific order will be made, but it is their wish that the crossing in some way be made safe without any further action.

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

In reply to which, under date of August 16th, Mr. Martin says:

I beg to acknowledge the receipt of your favor of the 13th inst. advising that on account of recent improvements made at our public road crossing one mile west of Clay station was satisfactory and that so long as it is maintained in its present condition the public should have no grounds of complaint. Also note the decision arrived at by the board in regard to the crossing one-half mile west of Clay station which Commissioner Dey regards as dangerous. Inquiry will be made at once into the condition of this crossing with a view of making it entirely safe and satisfactory to the public.

Under date of September 13th Mr. Martin was asked to "advise the office whether this matter had been adjusted," to which, on September 15th, he says:

Referring to your favor of the 13th instant, inquiring as to the crossing near Clay station. For your information I will state that the suggestions made by Commissioner Dey have been complied with, and the company has acquired the right to cut down the timber obstructing the view at that crossing. We are now making such changes as will put the crossing in perfect condition by the 20th of the current month (September).

The substance of the above was forwarded to Mr. Woodford with the request that he report when the work was done, and in reply under date of November 27th Mr. Woodford says:

Mr. Ainsworth:

CLAY, IOWA, November 27, 1894.

DEAR SIR—In reply to your letter I would say the crossing west of Clay has been helped some, but it is unsafe yet; they have cut the trees and raised the road some, but not enough to see the train very far.

If they would buy the ground of Mr. Haskins and set the fence back and cut the bank down a little where the fence is, I think it would be all right.

I would have answered your letter before, but I heard through Mr. Morgan that they were going to fix it in a few days. Yours truly,

S. C. WOODFORD.

December 4th, General Manager Martin called at the office and in a personal interview stated that from the report of his roadmaster he "supposed the suggestions of the commission had been complied with," but requested that copies of the recent correspondence with Mr. Woodford be forwarded to his office, which request was complied with on December 5, 1894, and under date of December 31st, in reply, Mr. Martin says:

MARSHALSTOWN, IOWA, December 31, 1894.

Mr. W. W. Ainsworth, Secretary Iowa Board of Commissioners, Des Moines, Iowa:

DEAR SIR—I am in receipt of your letter of December 21st, relative to the Clay crossing case, and in reply will say that our general roadmaster went to Clay and met Mr. Woodford, road supervisor of that district, and had an interview with him in regard to the crossing. He admitted that we had complied with every suggestion of the commissioners in their letter to us, but said that they wrote to us differently from what they talked to him when on the ground. There was a small piece of fence running along the public highway on the north and west side of our track, which they claim obstructed the view, it being built of old ties, boards and part of hedge fence. Mr. Woodford said to our roadmaster that if we would remove this fence and put up wire in its place that the crossing would be satisfactory. This we have done, and I know of no reason why everything should not be all right now, as Mr. Woodford said this would be all they would ask.

Trusting the above is satisfactory, I remain yours truly,

L. M. MARTIN,  
General Manager.

From the above it appears that the recommendations of Commissioner Dey have been fully complied with and the case is closed.



No. 2, 1895.  
G. M. WILSON, IRA.

V.

CHICAGO GREAT WESTERN RAILWAY  
COMPANY.

Station facilities and train service.

Hon. G. M. Wilson, of Ira called at this office on January 8, 1894, and stated in substance, his complaint as follows: The waiting room at Ira is not properly warmed and lighted before the arrival and after the departure of trains as required by law. On December 26, 1893, in the evening, his daughter who lives in Des Moines, went to the depot to wait for the evening train. Had to ride a mile and a half to get to the station and there was no fire in the waiting room when she got there. About the 18th of December his daughter took the train for Baxter, leaving Ira about 8:48 A. M. There was no fire in the waiting room, and that is the usual condition. Mr. Wilson further stated that the residents in the vicinity of Ira contributed \$2,500 to the erection and maintenance of the station and they feel that they have a right to demand that the depot be made comfortable for them when they go to take trains and get off trains. Also the location and condition of the stockyards are not what they ought to be. It is difficult to get to them; they are on very low ground. Wrote to the superintendent and manager of the road about the matter. Complaint is also made by Mr. Wilson of the difficulty experienced by travelers in inducing the company to stop its train at Ira which leaves Des Moines about 8 o'clock in the evening.

Daniel Crocker, of Des Moines, also stated that on the 15th of December, 1893, he went to the depot at Ira. It was a very cold night but there was no fire in the waiting room. There were a couple of traveling men there also. The only way we could keep comfortable was to go into the office. There were no seats there and we had to stand up. The evening train leaves a few minutes before 9 o'clock. Also, about the last of November or first of December, during snow and cold weather, my wife, another lady and myself went to the depot at Ira to take the evening train. There was no fire in the waiting room. The agent told us to come into the office, but there were no seats for the ladies and we had to stand up. To the best of my information that is generally the case.

The complaint was forwarded to Mr. J. M. Egan, president and general manager of the defendant road, with the request that he investigate the various charges made and report at his early convenience. As the result of Mr. Egan's inquiries, and possibly on account of wide charges made, a large amount of correspondence was filed with the commission from the various employees of the road from superintendent down to the station agent, all of which seemed as a matter of fact to contradict the general charges made by Mr. Wilson. Accompanying these denials was a statement of nineteen citizens of Ira and vicinity to the effect that they had "visited the station at different times in December and each time found a comfortable fire in the waiting room." To refute these assertions, under date of March 12th, twenty citizens of the vicinity of Ira and patrons of the road join in a petition as follows:

Ira, Iowa, March 12, 1894.

To the Honorable Board of Railroad Commissioners of Iowa:

GENTLEMEN:—We, the undersigned citizens of Ira, Iowa, and vicinity, patrons of Ira station, respectfully request your honorable body to make an investigation of the management of the station with reference to the comfort and convenience of the passengers, the location and accessibility of the stock yards, train service, etc., and whether the company is in good faith complying with the contract under which they received a subsidy of \$2,200 and agreed to

furnish the community every reasonable facility for transacting business with the railroad company, and train service for the convenience of the patrons.

Geo. M. Wilson,	W. F. Rippey,	J. D. Jickling,
Wm. Sadler,	D. Starkweather,	W. J. Crawford,
H. A. Jeffries,	Jesse Crow,	Geo. Small,
C. E. Richards,	E. A. Howey,	C. E. Jones,
Wm. Jickling,	Wm. Watt,	John Crase,
A. E. Jeffries,	John Alexander,	J. G. Henning,
Chas. S. Weston,	J. J. Framil,	

Copy of this petition was sent Mr. Samuel C. Stickney, the new general manager, with the request that he try to adjust the difficulty if possible.

ST. PAUL, MINN., June 15, 1894.

Mr. W. F. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:  
DEAR SIR:—Replying to your letter of June 4th, enclosing copy of a petition from G. M. Wilson and nineteen others, of Ira, Iowa, requesting an investigation of the management of our station at that place, the location and accessibility of the stock yards, etc.

Mr. Wilson made a similar general complaint about everything at Ira last January. It appears that at that time he was partly wrong and partly right. He said there was no fire in the depot; others say there was, but that the weather was bitterly cold, and that it was not very comfortable in the depot. This we sincerely regret, and assure you that we do all that we can to render our service faultless in every particular.

As regards the location of our stock yards, our people report them to be in a fairly good location, but as usual, if we had them to build over again we might improve them.

In fact, there are so very few things that approach an ideally perfect state that we can not blame a man of Mr. Wilson's temperament for being provoked into a general criticism of everything sometimes. We hope that you will assure Mr. Wilson that we mean to do as well as possible, but that we often make mistakes, which we are glad to have brought to our notice.

We will attempt to improve the service and accommodations at Ira, and to give Mr. Wilson no cause for complaint in the future.

Yours respectfully,

SAMUEL STICKNEY,  
Acting General Manager.

Copy of Mr. Stickney's reply was forwarded Mr. Wilson, but he still wished the commissioners to personally investigate the existing conditions, and he was advised that the commissioners would visit Ira Tuesday, October 23, and look over the station and stock yards. Agreeable to this appointment a member of the board made the examination with the following as in part the result:

The station house, though not large, seemed sufficient for the size of the town; was furnished with a stove in the waiting room and one in the private office adjoining; seating capacity for ten or twelve persons. The stock yards have a capacity of four carloads of stock; the fence was in good repair, but the driveway by which the entrance was made, was narrow and inclosed on the north side by barbed wire fence, unsuited for the purpose for which it was made. The driveway leading to the entrance of stockyards was said to be wet and impassable during continued wet weather, being located through low grounds; but at the time of the examination was dry and hard. The recommendation made by the board was that the wire fence have some strong plank spiked on in addition to the wire, and that the low ground be tilled so as to drain the right of way complained of in a wet time.

Soon after the visit, viz., October 20th, Mr. Wilson says: "I am glad to inform you that your visit has caused our depot to be kept clean, warmed and lighted, something that there was not a practice of doing before."

May 15, 1895, Mr. Egan, division superintendent, was called up by 'phone and asked what had been done at Ira. In reply he says the fence has been repaired in accordance with the recommendation of the commissioners, and Mr. Hooper, division freight agent, says the tile were secured last fall to drain the roadway,

and if they have not yet been laid they will be as soon as the ground gets moist enough to ditch with a reasonable amount of labor; and such being the case, together with the satisfactory condition of the station house reported by Mr. Wilson, the plaintiff, the case may be considered closed.

No. 3, 1895.

J. H. KOONS, DES MOINES,

v.

Drainage and overflow.

CHICAGO GREAT WESTERN RAILWAY.

The following complaint was filed with the board:

*Railroad Commissioners for State of Iowa:*

GENTLEMEN—I own the east  $\frac{1}{4}$  and the northwest  $\frac{1}{4}$  of the northeast  $\frac{1}{4}$  of section 25, Saylor township, and now included within the corporate limits of Des Moines. When the Diagonal railroad was built they obstructed the natural flow of water that passes across the northeast  $\frac{1}{4}$  part of the farm, and have never ditched it though repeatedly promising to do so. Last summer I let the Maple Grove Coal company have right of way for switch, with the understanding that there should be a tile put in where the grade would act as a dam. That has not been done. The railroad now has the title to said right of way.

Hoping to obtain relief through your honorable commission, I am,

Yours respectfully,

J. H. KOONS.

This complaint was forwarded to President J. M. Egan of defendant road who, about that time, retired from the general management and was succeeded by Mr. Samuel C. Stickney to whom a duplicate copy was sent, asking his attention, to which, May 23d, Mr. Stickney says: "I beg to say that the drainage has been attended to and I think there will be no further trouble on this score." Copy of this reply was sent Mr. Koons with the request: "Please advise this office at once whether this closes the case."

In reply to this question, Mr. Koons says:

DES MOINES, IOWA, May 5, 1894.

*Honorable Railroad Commissioners, Des Moines, Iowa:*

GENTLEMEN—Yours, stating that the work of ditching on my farm in section 25, Saylor township, now included in the city of Des Moines, claimed by the Great Western railway to have been satisfactorily done, is at hand. In reply, I would say they have not touched it. A box was put in under the new switch which was needed, but this was on the east side of the main line, and the ditch or drain I wanted is on the west side of main line.

Grateful for what you have thus far done, I shall be under renewed obligations if you can secure for me the needed drainage. Very respectfully,

J. H. KOONS.

Mr. Stickney was furnished a copy of this denial, and in reply says:

ST. PAUL, MINN., June 5, 1894.

*Hon. W. W. Annisworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR—In reply to your communication of May 31st, enclosing copy of a communication from J. H. Koons regarding the drainage of Mr. Koons' farm, I beg to state that I have ascertained that Mr. Koons wishes the Chicago Great Western Railway company to drain a natural sink hole in his meadow which was there before the railway was built. I was under the impression that he wanted us to drain our borrow pits, which has been done, and I do not consider that there is any reason why we should be put to any expense in draining Mr. Koon's farm further than we have already done.

Trusting this reply will place the matter clearly before you, I remain,

Yours truly,

SAMUEL STICKNEY,  
Acting General Manager.

The reply of Mr. Stickney, and the demand of Mr. Koons, seeming to be so widely diverse, it was thought proper that a member of the board go out to the land and make an examination of the ground, etc., and the following conditions were found to exist: The line of the defendant's road runs across the entire length of Mr. Koons' farm from north to south, leaving a few acres only on the east side of the right of way; on this line there is a long and heavy fill crossing the drainage channel of about sixty acres of the farm. The opening in the embankment had been made twenty or thirty rods too far south to permit the accumulated water to get out of the channel and as a result the water draining from the sixty acres backs up and overflows the plaintiff's land to such a point as reaches the level of the opening made in the wrong place. It was the opinion of the commissioner who made the examination that, cutting a ditch from the point where the water naturally strikes the embankment, through the slight elevations to the opening or bridge, would remove the cause of the complaint, and it was so recommended to the engineer of the road because it was evidently obstructing the natural flow of the water. After some correspondence of minor importance, under date of May 7, 1895, Mr. Fernstrom, chief engineer, says: "I have the pleasure to inform you that the ditch along the right of way fence at Mr. Koons' farm, just north of Des Moines, has been dug." And Mr. Koons called at the office May 13th and confirmed the statement of Mr. Fernstrom, which will close the case.

No. 4, 1895.

MYERS JARVIS, MORNING SUN,

v.

Insufficient cattle guards and fencing.

IOWA CENTRAL RAILWAY.

October 25, 1894, the following petition and complaint was filed before the board:

*To the Honorable Board of Railroad Commissioners of the State of Iowa:*

Your petitioner represents that he is the owner of lands, hereinafter described, in Louisa county, Iowa, and that the Iowa Central Railway company owns and operates a railroad through said land, to-wit: said railroad enters from the east on my land on the east half of section 35, township 73, range 4, and travels in a westerly direction and leaves my land on the east half of the northeast of section 34, township 73, range 4, all in Louisa county, Iowa. There are two highways running north and south crossed by said railway, viz: one highway on the east half of section 35, township 73, range 4, and one highway on the line between sections 34 and 35 in township 73, range 4. There are also two partition fences on said land, to-wit: one partition fence on the east half of section 35, township 73, range 4, and one partition fence on the east half and the west half of section 35, township 73, range 4.

My complaint is with reference to the erection and maintenance of cattle guards and fences. There has never been any cattle guards at the point where said railroad enters my land, nor at the point where said railroad leaves my land, nor at either of the points where said partition fences are crossed by said railroad track. On the highways there has been a pretence to erect cattle guards on each side of the highway, but neither of the same on either highway are sufficient, or have been sufficient, to keep stock from walking over the same at their convenience, and they do walk over the same constantly from the highways upon my land, and although I complain from time to time to said company, yet they do nothing whatever towards erecting and maintaining cattle guards in manner required by law. Said company has made a pretence of having fences on each side of the right of way, but in many places it is down and has been so for a number of months and never has been a lawful fence, and in many other places they have set up posts and stretched wire, but the wire is not nailed to the posts, and although I frequently complain to said company concerning the same, they do not erect and maintain a proper lawful fence on my said premises.



I therefore request your honorable body to make an investigation of said road and the said premises and of said cattle guards and of said fence, and that you take such action as will compel said road within such time as you may deem reasonable, to erect and maintain the following cattle guards, or such portion thereof as you may deem me entitled to have under the law, viz: one cattle guard at the point where said railway enters my land on the east half of section 33, township 73, range 4; four cattle guards, viz: one on each side of each of said highways; two cattle guards, one each at the places where said railroad crosses my partition fence, and one cattle guard at the point where said railway leaves my land, to-wit: on the east half of the northwest of section 34, township 73, range 4, and also compel said company to erect and maintain a lawful fence along each side of its road on my said premises.

Respectfully submitted,

MYERS JARVIS.

Subscribed and sworn to by Myers Jarvis, Sr., this twenty-third day of October, 1894.

MELVILLE E. BLAKE,  
Notary Public.

[RECAL]

Blake & Blake, Attorneys, Burlington, Iowa.

A copy of the complaint was forwarded to General Manager Martin of the defendant road with the usual request that he examine and report, to which Mr. Martin says:

I am in receipt of your letter of October 25th, and our general roadmaster will be over near Morning Sun within a day or so and will look the ground over, and I will then write you just what we are willing to do in regard to same.

On November 21st Mr. Martin further says:

These guards have already been put in, and our men are now doing work on the fence,

December 1st he adds:

Fences and cattle guards on his land have been repaired, and I think everything is in good shape now, and that Mr. Jarvis will have no further cause for complaint.

Mr. Jarvis was sent a copy of Mr. Martin's last letter and requested to "please advise the commissioners promptly as to whether this closes the case."

To this the attorneys replied:

We have made inquiry of Mr. Jarvis as to the fences and cattle guards, and have to say that he is entirely satisfied with the fence work; but he reports that the cattle guards are totally worthless; that they are made out of sheet iron, laid on the surface, and are now full of dust and dirt, and a horse walks right over them just as easily as over any other part of the road, and they are not cattle guards in any sense of the word. He is not satisfied with them, and desires your honorable body to take steps to see that the law is complied with.

In explanation of this condition of guards Mr. Martin says:

Replying to your letter of December 21st will say that the cattle guards put in on Mr. Jarvis' land are what are known as the "National." It is a steel guard and is considered one of the best surface guards made. We have several of them in use on our line and this is the first complaint we have had. If the guards are filled up with dust, as Mr. Jarvis states, we will have them cleaned out, but I do not think we should be asked to change them, and I trust that by cleaning out the dust and dirt in them and putting them in good shape it will be satisfactory to Mr. Jarvis.

Messrs Blake & Blake, attorneys, were furnished a copy of this last of Mr. Martin's, in reply to which they say:

BURLINGTON, Iowa, January 2, 1895.

Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—It seems to us that we can reach nothing further by correspondence in this matter of the cattle guard on the Jarvis land. It is now a question of fact as to whether or not that guard is sufficient and complies with the law. In what way do you desire us to present the matter to you, so far as proof is concerned? Will you visit the place or shall it be done by affidavit, or shall the witnesses appear in person? If you require the witnesses to appear in person it would be an expense too great for Mr. Jarvis to undertake. If you require it by affidavit it seems to us it will be unsatisfactory; it will be just an accumulation of statements by railroad employes on one side and by Jarvis and his friends and neighbors on the

other side. If you feel inclined to visit the place and will fix a time we will be on hand and can then look at the guard itself, which seems to us the only way in which you can actually know, and we will show you by actual experiments that cows and horses walk over with as much indifference as they would over a common bridge. Yours, etc.,

BLAKE & BLAKE.

Some subsequent correspondence was had looking to an adjustment of the complaint without necessitating a visit of the commissioners, but all seemed to be of no avail, and March 15th Mr. Martin says: "Perhaps it will be well for the commission to visit the locality complained of. \* \* \* If there is anything wrong, and the board will advise me their wishes in the matter we will try and carry them out." In accordance with this request, and a like one from Mr. Jarvis, the board named Thursday, April 11th, as the time when they would visit Morning Sun and make an examination. The guards in question were found to be just what Mr. Martin had represented them to be, viz: "The surface guard in use by nearly all the roads in the state," one of wood and one iron. Mr. Jarvis proved himself correct in saying stock could and would go over them for he had some colts on the right of way when the commissioners arrived, and by a reasonable amount of persuading they walked out over the wooden guard—the experiment was not made with the iron guard. General Manager Martin, Superintendent Huntington, and Roadmaster McNamara, were present and saw the inefficiency of the guards so far as Mr. Jarvis' colts were concerned. They seemed as anxious to make the guards effective as Mr. Jarvis was to have them so, and a friendly conversation and discussion was had with a final suggestion that the application of barbed wire, firmly stapled, cross the guard at a distance of four or six inches apart might be an added inducement to the stock to keep off. This seemed to meet the approval of both parties interested and Roadmaster McNamara agreed to so arrange it and notify the office upon its completion. In accordance with this agreement the following was filed May 3d, which may be considered as closing the case satisfactorily:

MARSHALLTOWN, Iowa, May 2, 1895.

Hon. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to the Myers-Jarvis crossing:

Since Messrs Perkins and Davidson visited that locality I have caused to be placed on the three wooden guards galvanized barbed wire, six inches apart and six inches from each end of guard, both between rails and outside of rails. We called Mr. Jarvis' attention to the guards, telling him that if they did not turn his stock now, we would try something else. He seemed to be satisfied with this, and so far we have had no complaint from him. These guards as ordinarily put up will turn ordinary stock, and I think with the change made in them they ought to turn Mr. Jarvis' performing horses. I hope so at least.

Yours truly,

L. M. MARTIN,  
General Manager.

No 5, 1895.

E. L. WALLACE, ATTORNEY FOR D. W. WILBUR, HAWKEYE.

V.

Site for grain warehouse.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

Under date of October 19, 1894, the following communication was addressed to the board:

I wish to call the attention of the board of railroad commissioners to the condition of things on the side track of the Chicago, Milwaukee & St. Paul railroad at this station.

For the last four months parties have been laboring with the company for a grain warehouse; at present one grain firm is monopolizing the entire side track and the railroad officials refuse to grant another site unless parties will grade and iron an extension to the present side track at an expense of from \$200 to \$800. This to me seems unjust, as on the present siding there is ample room for another warehouse without inconvenience to the railroad or parties already on the siding. Under the present condition of things farmers are forced to sell their produce to the one firm here or haul it to other towns. I believe if the board would come and look over the condition of things here they would be of the opinion that matters could be changed for the benefit of all concerned. Awaiting your reply, I am,

Very respectfully,

E. L. WALLACE.

The case was represented to Mr. A. J. Earling, general manager of respondent company, and his attention requested, to which he says:

I have your favor of the 23th, enclosing complaint of E. L. Wallace, of Hawkeye, Iowa, in reference to a location for a grain house. All of the available room on the side track at that station is already occupied by grain houses, coal sheds, etc., and there is no room for another house without extending the side track.

Upon looking into the matter I found that we had more storage capacity in existing grain houses than is necessary to handle the business, and I can see no good reason why we should be put to the expense of extending our side track for the accommodation of additional grain houses when there is already more storage capacity than is necessary.

Mr. Wallace was advised of the position taken by Mr. Earling and requested to file such other statements as he might desire with the board, and under date of November 1st, he submits for answer:

Yours of the 31st ult. at hand, and note what Mr. Earling says in regard to room on track at this station. I beg to differ with Mr. Earling in regard to all the available room being occupied. Of course, if one firm is allowed to string houses and cribs indiscriminately from one end of the track to the other, the track is occupied as Mr. E. says. I don't doubt but there is house capacity enough to supply the demand, but it is controlled by one firm to the prejudice of prices. I know that grain is being hauled to adjoining towns because there is a difference of 2 cents a bushel in oats. With two or more firms buying on this market such things could not be. By moving one corn crib that is not used, abundance of room for a house could be secured without injury to any one. It does not seem right or just that a railroad company should be allowed to rent space on a side track to one firm, so they can fill it up with unused buildings and cribs to the exclusion of other business. I would simply ask your board to come and look the ground over and then make your decision.

Very respectfully yours,

E. L. WALLACE.

Copy of Mr. Wallace's reply was forwarded to Mr. Earling, which resulted in reaffirming the position he had first taken, viz, that the company could furnish no more side track for the business at Hawkeye. Mr. Wallace was informed of the position taken, and the matter rested till January 23d, when he was addressed as follows:

DEAR SIR—The matter of your complaint against the Chicago, Milwaukee & St. Paul Railway company, regarding a site for additional grain warehouse at Hawkeye, has been allowed to rest for some time because of other important matters pending before the board that seemed to first demand attention. You have heretofore been advised as to the position assumed by the company. As any ruling or decision of the commissioners may be contested in the courts, it is suggested that your complaint is rather too indefinite for the commissioners to base any action upon. You say: "For the last four months parties here have been laboring with the company for a site for a grain warehouse," but you don't state who the person is who desires such a site. Now, the fitness and ability of an applicant to carry on the business for which he seeks a site, and his responsibility, is a matter to be taken into consideration in passing on the question as to the duty of the company to grant a site for such business. In case there is a site on the company's grounds available for that purpose, and in the hearing or investigation you ask, the company would be entitled to know who the person is who wants the site.

It is suggested that it might be well for the person who desires this site in question, to make out and forward written application to the company, setting forth the purpose for

which he wants it, about the amount of ground required, about where the company has such grounds at Hawkeye that could be so assigned, and if that application is refused by the company, then apply to the commissioners to investigate the matter, and there will then be something definite for them to pass upon, and they will promptly take it up and fix a time for the hearing and investigation at Hawkeye. Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

In response to the above and under date of January 24th, Mr. Wallace files this reply:

HAWKEYE, IOWA, JANUARY 24, 1895.

W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Yours of the 23d inst. at hand and noted. The applicant for a warehouse here is D. W. Wilbur, a man who is abundantly able to carry on the business; has been a shipper for years, he owns 1,000 acres about this town free of all indebtedness, and is worth at least \$35,000. He can furnish your board with a petition signed by nearly 300 farmers near this town asking your board to grant another site for grain house at this station. We will again make application to Mr. Earling for a site and his reply will be forwarded to you.

Respectfully yours,

E. L. WALLACE.

And very soon thereafter the following petition signed by C. C. Mager and 157 others, citizens of Hawkeye, was received:

To the Honorable Board of Railroad Commissioners of the State of Iowa:

The undersigned citizens of the state of Iowa would respectfully submit the following:

First.—That they are practically dependent upon Hawkeye as a market for their produce.

Second.—That under existing circumstances the grain market is controlled by one firm.

Third.—That as the grain market is now controlled we are dissatisfied.

Fourth.—We respectfully ask your honorable board, to grant another site for grain warehouse at Hawkeye, Iowa, as we believe it to be for the best interest of all concerned.

Upon the receipt of the foregoing it was deemed advisable by the commissioners to visit the locality and investigate the merit of the complaint, and February 26th was named as the day. On the day mentioned the commission were met at Hawkeye by Superintendent Goodnow for the respondent company and Mr. Wallace and Mr. Wilbur for plaintiffs. Messrs. Webster Bros., of Waucoma, also appeared as owners of the warehouses etc., on the side tracks at Hawkeye.

The commissioners found the side track as represented by Mr. Earling, viz: all occupied by one lumber yard and the two large warehouses and one corn crib. Mr. Wilbur was fully supported by his neighbors as a reliable business man with large real estate interests immediately about the town. Messrs. Webster Bros. were the entire owners of the grain privileges of the station. Mr. Wilbur had been compelled to handle the grain he shipped direct from wagons to the cars, of which practice he spoke in uncomplimentary terms. Mr. Webster expressed his desire to sell Mr. Wilbur one of his houses at a fair price and after thoroughly looking over the conditions as they existed, the commissioners left Mr. Wilbur and Mr. Webster conferring about the bargain, the consummation of which would happily settle the trouble. Mr. Wilbur was requested to advise the office of the result of his conference, and under date of March 15th Mr. Wilbur says: "Messrs. Webster Bros. have done nothing in regard to the warehouse matter and I can see no disposition in them to do so." After quite an amount of correspondence between this office and the interested parties in the case, none of which seemed to have the desired effect, the following letter was directed to Mr. Earling as somewhat defining the position of the commissioners in the case:

June 29, 1895.

A. J. Earling, General Manager Chicago, Milwaukee & St. Paul Railway Company, Chicago, Ill.:

DEAR SIR—Referring to the application of Mr. E. L. Wallace, attorney for D. W. Wilbur, of Hawkeye, for a site for a grain warehouse at this station, filed with this board October 19,



1894, and concerning which there has been considerable correspondence between your company and this board, I am directed to say, that on February 28, 1895, the commissioners visited Hawkeye, where they met a representative of your company, Mr. Wilbur, the applicant for site, and Webster Brothers, the owners of all the trackage rights at Hawkeye. At this time the commissioners made an effort to effect a satisfactory arrangement between Mr. Wilbur and the Webster Brothers, whereby Mr. Wilbur might occupy one of the warehouses now there, and belonging to the Webster Brothers. It was presumed when the commissioners left Hawkeye that a satisfactory sale of a part, or all, of one of the warehouses would be effected, but a failure between the contracting parties to agree upon a satisfactory price, seems to have resulted in a failure of the entire plan. After carefully considering the circumstances in this matter, it was the conclusion of the commissioners that Mr. Wilbur was fairly entitled to a location on the side track at that time occupied by the said Webster Brothers. As you intimate in your letter to this office of October 23, 1894, the commissioners concede it unnecessary for your company to build more side track for the amount of business now handled at that station, but it occurs to them that the corn crib at the south end of the south warehouse of Webster Brothers, seeming to stand there only as a place for storage of corn and not for shipment by train, could with equal convenience be used for such storage purposes at some other place adjacent, and it was thought as a matter of last resort that this site now occupied by the corn crib should be granted Mr. Wilbur upon which he could erect a warehouse for the transaction of his grain business, as set forth in his application. As the season for shipping grain is approaching, Mr. Wilbur desires that this matter be determined as soon as possible. Will you please take this matter up immediately looking toward the advisability of asking Webster Brothers to remove their corn crib above referred to, and of granting Mr. Wilbur a site for the small warehouse he desires to erect?

An early answer is respectfully requested.

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

He replied to the foregoing letter, under date of July 17th:

Webster Bros. have been notified to remove their corn crib so as to make room for the proposed grain house. Under our lease they have thirty days in which to vacate the premises, but it is possible that they may move before expiration of that time.

Copy of Mr. Earling's reply was sent Mr. Wallace with request that he advise the office of the progress in the case, and this is his answer:

W. W. Ainsworth, Secretary, Des Moines, Iowa:

HAWKEYE, Iowa, August 1, 1895.

DEAR SIR—In regard to grain house here there has nothing been done. The division superintendent came here about two weeks ago, looked the ground over and told Mr. Wilbur the matter should have attention. The Webster Bros., representatives here, claims they have had no notice to remove cribs.

Every day's delay is a damage to Mr. Wilbur. This matter has been running some time and it will be a great accommodation to Mr. Wilbur if it can be closed at once.

Respectfully yours,

E. L. WALLACE.

This was again taken up with Mr. Earling to which he replies:

CHICAGO, August 8, 1895.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your letter of the 3d inst. On July 18th Assistant General Superintendent Goodnow wrote Webster Bros. directing them to remove their corn crib at Hawkeye. On the 22d ult. Superintendent Gibson learned from Webster Bros. that they did not intend to remove the cribs until legally compelled to. On July 27th notice was served on this firm by Constable G. L. Iver, requiring them to remove the cribs within thirty days, in accordance with the terms of their lease. Yours truly,

A. J. EARLING,  
General Manager.

Which notice seems to have been effective, for under date of September 18th Mr. Wallace says:

Mr. Wilbur has a lease of the ground and his house is almost completed. Thanking the commission for their aid in the matter.

This will close the case.

No. 6, 1895.

T. E. D. RISELY, SHENANDOAH,

v.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY.

Overcharge on horses.

On October 30, 1894, Mr. T. E. D. Risely, of Shenandoah, entered the following complaint:

I had shipped two stallions from Moulton, Iowa. The Chicago, Burlington & Quincy shipped them around by Kansas City and charged me 72 cents per hundred for 6,000 pounds, \$43.20. Is there any chance to get anything back? The Wabash rate from the same place at the time was 55 cents, \$33. Please let me hear from you.

October 31st Mr. Risely's complaint was forwarded to Mr. W. F. Merrill, general manager of the Chicago, Burlington & Quincy railroad for his attention and reply. To which, after some delay, Mr. Merrill says:

Referring again to the complaint of Mr. Risely in regard to alleged overcharge on a shipment of two stallions from Moulton to Shenandoah in March, 1892; I have finally got at the facts in this case, which are as follows: The rate charged on the shipment by us was 72 cents per hundred on 6,000 pounds, \$43.20. We are informed by the Wabash people that their rate would have been 75 cents, or \$46.80. If we had sent this shipment via St. Pleasant the charges would have been \$48.60. It seems therefore that the rate made was the lowest combination possible.

Copy of Mr. Merrill's reply was sent Mr. Risely, to which Mr. Risely sends Wabash rates furnished by agent at Shenandoah as follows:

T. E. D. Risely:

Our rate, first class, Moulton, Iowa, to Shenandoah, Iowa, in 1892 was 55 cents, and is at the present time 60 cents. We have used these rates on all traffic since July 21, 1891.

Shenandoah, January 10, 1895.

H. C. REDBORN,  
Agent O. & St. L.

Mr. Merrill was furnished with these figures and the statement accompanying them with the request that he make further investigation, to which he files the following statement, which, as it seems to fully comply with the schedule of rates established by this board, may be considered as closing the case:

CHICAGO, February 20, 1895.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring again to the shipment of two stallions from Moulton, Iowa, to Shenandoah, Iowa, about which Mr. T. E. D. Risely complained to you. I am sorry it has taken so much time to look it up, but some of the people on whom I depended were away.

On further investigation I find the Wabash rate at the time of shipment was only 55 cents, as stated. My former statement was based on information obtained from the Wabash headquarters, but they now advise me the figures they gave me were erroneous. However, I can not see how the Wabash rate has any bearing in determining what we are entitled to. The shipper indicated that he wished the horses to go over our lines by delivering them to us. We shipped them the cheapest route our lines would permit, and charged only the regular rate therefor. The combination of rates via Moulton and Shenandoah was the lowest rate we could make. I do not see that Mr. Risely has any ground for complaint.

Yours truly,

W. F. MERRILL,  
General Manager.

No. 7, 1895.

WOOLSEY, WELLS, ET AL., BY G. S.  
RINGLAND, AGENT, FT. DODGE,

v.

CROOKED CREEK RAILROAD AND COAL  
COMPANY.*Failure to fence.*

October 30, 1894, Mr. G. S. Ringland, of Ft. Dodge, as agent for the plaintiffs in the above entitled case, made the following representation to this board:

The Crooked Creek Railway and Coal company have failed to fence their right of way on the east line of sections 1 and 13, township 88, range 28, and I ask that your honorable body direct said company to comply with the law relating thereto.

The matter was taken up with Mr. W. C. Willson, president of defendant road, with request that he give it early attention, to which, November 1, 1894, Mr. Samuel McClure, general manager, says:

We have your favor of the 20th ult regarding request of G. S. Ringland, agent, for fence on east line of section 13, township 88, range 28. We will comply with Mr. Ringland's request at once.

Copy of Mr. McClure's reply was forwarded Mr. Ringland with the request that he keep the commissioners advised as to the progress made. The preceding promise and correspondence took place just at the time of the closing in of winter, or early in December—not a favorable time for setting posts and building fence. Subsequent complaints were filed by Mr. Ringland during the winter asking immediate action in the case, and also statements from Mr. McClure referring to same, one of which is the following:

LEHIGH, IOWA, March 13, 1895.

W. W. Ainsworth, Esq., Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Answering your favor of the 7th inst., I have taken up this matter personally, and find that our men built fence along this section line except in cases where there was a fence, and there is an old fence across a 40 or 80 on this section which was not replaced. All the rest is new, as ordered. I understand that the farmer claims that this old fence belongs to him, and that he wishes to move it, and wants us to build a new one in its place, which we are willing to do when the weather will permit. I do not see as they are suffering any serious inconvenience from the fence not being built, as we only go to Judd twice a week, and, as we use an hour for the run of five miles, it would not seem as if we would hurt anything.

Yours very respectfully,

SAMUEL MCCLURE,  
General Manager.

Copy of this last was forwarded to Mr. Ringland for his information, to which, under date of April 29th, he says:

FORT DODGE, IOWA, April 29, 1895.

W. W. Ainsworth, Esq., Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Yours of March 26th duly received. I have been over this ground personally twice. On March 13th, the day Mr. McClure reported that "our men built fence along this section," etc., he had not built a rod of fence on either section line. He had not even set a post. About one week since he built a good fence half way across the east line of section 1, township 88, range 28; the balance of one-half mile on this section and all one mile on east line of section 13, township 88, range 28, has not been touched. The fences along these lines are tumbling down and new ones must be put up by some person soon, and so long as the law compels this railway company to build them it does not seem fair that I be put to so much trouble to have the work performed. I have made two trips down to this land and have twice hired a man to examine this fence business and as a reasonable consequence am becoming impatient with Mr. McClure's false reports and with his silly promises that as soon as the weather will permit, etc. Therefore, I again respectfully ask your honorable body to take

such steps as in your judgment is best to have above referred to fence built at once and greatly oblige,  
Yours truly,

G. S. RINGLAND,  
Agent.

Upon the receipt of this of April 29th from Mr. Ringland, Mr. McClure being furnished a copy, he was asked "whether or not the season has not advanced far enough to enable you to construct the same and close this matter, which has been before the board since October, 1894? An early answer is requested." To this May 1st Mr. McClure says: "I have asked Mr. Ringland or his man to meet me on the ground, and we will fix anything that is not right. I think I have the fences all built excepting across the forty acres mentioned, as I advised you in my letter of March 18th."

May 4, 1895, the following was forwarded to Mr. Ringland:

G. S. Ringland, Fort Dodge, Iowa:

DEAR SIR—Mr. Samuel McClure, general manager Crooked Creek Railroad company, has forwarded this office a copy of his letter to you of May 1st, which seems to the commissioners to evidence a willingness on his part to speedily and satisfactorily adjust the matters complained of by you.

Will you please inform the commissioners whether your case can now be closed.

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

No reply having been received, on July 9th Mr. Ringland was asked "to make report or answer to letter from this office dated May 4th in reference to building your fence," and under date of July 15th he says:

Fences built and repaired in seasonable order.  
(Signed)

G. S. RINGLAND,  
Agent.

This will close the case.

No. 8, 1895.

J. VAN NORMAN, BY C. C. REED, ATT'Y,  
MOVILLE,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-  
WAY AND CHICAGO & NORTH-WEST-  
ERN.*Merchandise lost in transit.*

Under date of November 5, 1894, the following was filed with the board:

MOVILLE, IOWA, November 5, 1894.

W. W. Ainsworth, Des Moines, Iowa:

DEAR SIR—On May 2, 1894, J. Van Norman shipped from Plover, Iowa, via the Chicago, Rock Island & Pacific and the Chicago & North-Western railways to Moville, Iowa, a consignment of general merchandise, which, when received at this point, was found to be \$204 short by loss of three cases of boots and shoes. This matter was laid before the companies, but up to date nothing but delay and quibble over who should pay the loss has been the result. Can you do anything to hurry a settlement? If so, will send you all the facts in the case.

Yours truly,

C. C. REED,  
Attorney for Plaintiff.

The following is a list of the goods claimed to have been lost, and some explanation in regard to them:

Box No. 18, containing 140 pairs of ladies' shoes, invoiced at \$1.50 per pair.

Box No. 18, containing 100 pairs of slippers at \$1 per pair.

Box No. 12, containing 22 pairs of ladies' shoes at \$1 per pair.

Total value as per invoice, \$324.



The consignment was delivered May 2, 1894, at Plover, Iowa, and received at Moville, Iowa, on or about the 4th of May, 1894. I am not able to state just when Van Norman filed his claim, but very shortly thereafter.

Copies of the claim were forwarded to Mr. W. H. Newman, vice-president of the Chicago & North-Western, and Mr. E. St. John, general manager of the Chicago, Rock Island & Pacific, with the usual request that replies be filed as soon as convenient, and in reply Mr. St. John says:

CHICAGO, November 27, 1894.

Mr. W. W. Atsueworth, Secretary Iowa Board of Commissioners, Des Moines, Iowa:  
DEAR SIR—Referring to your letter of November 16th in regard to a communication from Mr. J. Van Norman, of Moville, Iowa, etc., which has been under investigation since its receipt, and beg to submit the following statement in connection with this claim:

This shipment consisted of a stock of merchandise forwarded from Plover, Iowa, May 2, 1894, to Moville, Iowa. Our agent at Plover gave a clear bill of lading for the shipment and claims to have loaded full number of packages called for by the bill of lading, but upon arrival of car at Gwiorie, with Plover seals intact on all doors, three cases checked short and could not be found. There is some uncertainty in regard to the checking of the shipment at Plover, and on October 24th, papers and claim were sent to Mr. Gilmore to investigate the matter with the agent at that point. He has not returned the papers yet, but we have written him to hurry the matter as much as possible, and as soon as they are received, we will be able to advise claimant definitely regarding the settlement.

In view of the above, I think you may be assured that the matter is receiving prompt attention and that the gentleman interested will receive due consideration as soon as it is possible for us to arrive at facts. Yours truly,

E. ST. JOHN.

And Mr. Newman says we are advised that the claim on account of this shipment, is against the Rock Island road, and that it is now the subject of investigation by the claim department of that company. Mr. Reed was informed of the position taken by each road.

On December 21st Mr. E. St. John, having retired from the service of the Chicago, Rock Island & Pacific, Mr. W. H. Truesdale, vice-president and general manager, was requested to give the claim attention and reply as soon as convenient, to which Mr. Truesdale files the following:

CHICAGO, January 5, 1895.

W. W. Atsueworth, Esq., Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your favor of the 24th ult., I beg to say that the claim of Mr. Van Norman, of Moville, was, after due investigation and after having been submitted to our attorney for his opinion as to our liability in the matter, declined by our loss and damage freight agent, Mr. Tewksbury, and papers were returned to the Chicago & North-Western Railway company, where the claim originated, on December 23d.

Truly yours,

W. H. TRUESDALE,  
Vice-President and General Manager.

On January 8th Mr. Newman was asked to "kindly make definite statement as to the attitude which your company takes in regard to this case," and to this inquiry, on January 14th, Mr. R. C. Richards, general claim agent, says:

Your letter of the 12th inst., to Mr. W. H. Newman, third vice-president of this company, in relation to the claim of J. Van Norman for \$234.50, the value of some boots and shoes alleged to be short in transit from a shipment made by him from Plover, May 1, 1894, to himself, at Moville, has been referred to me, and in reply I have to say, that as I understand this matter, the boots and shoes for which claim is presented were a part of a lot which Mr. Van Norman had bought in at a sale at Plover, and had packed in cases and forwarded to himself at Moville; that the cases were brought down to the Rock Island depot at Plover and put into the car without counting them; that afterwards the agent and the shipper attempted to count them, but as it was dark at the time they were unable to do so correctly, and the shipper claiming there were fifty cases, the agent gave a receipt for that number; and the shipper and were unloaded and transferred to us, it turned out that there were only forty-Gwiorie and were delivered to us that number of packages, and we delivered to the

consignee at Moville the same number, at least, he claims there were only three cases short. Under these circumstances, it would not appear that this company is in any way to blame or liable for the loss which Mr. Van Norman claims he has sustained.

Mr. Reed, the attorney, was informed of the position taken by the defendant roads. The commission having failed to secure a settlement, and as it is a private claim for money damages, it may be considered as closed without prejudice.

No. 9, 1895.

JOHN E. DAVIS, COIN,

V.

Overcharge on household goods, etc.

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY COMPANY.

November 6, 1894, Mr. John E. Davis, of Coin, filed a complaint against the Chicago, Milwaukee & St. Paul railway, of which the following is a copy:

February 27th of this year, I chartered two cars from the Chicago, Milwaukee & St. Paul company to move my household goods, machinery and stock from Hartley, Iowa, to this place. One of the cars was their regular palace stock cars, and had eight or ten inches of frozen manure over the entire floor of car. Upon arriving at Ottumwa the car was weighed and found to contain 2,500 pounds in excess of the amount allowed on above goods. This included all the manure, which the Hartley agent estimated would weigh 4,000 pounds, and the agent here was of the same opinion. I accordingly sent in a claim for the \$8.97 overcharge, and the only reply to several inquiries as to their delay is "Your claim is on file and is being investigated. Yours truly," etc. Now I leave the matter in your hands to look after, as they don't seem to feel disposed to give the matter any attention, after eight months' time has elapsed.

The case was immediately taken up with Mr. A. C. Bird, traffic manager of the Chicago, Milwaukee & St. Paul railway, with the request to give attention and reply, and November 12th Mr. Bird says:

Yours of November 12th, regarding communication from Mr. John E. Davis of Coin, Iowa, in regard to alleged overcharge on a shipment of household goods from Hartley, is received. We cannot find a claim in the name of John E. Davis. It may have, however, by some mistake been registered under some other name. Mr. Davis says he received a letter stating that the claim was on file and being investigated. If he will give me the name of the writer, the date of the letter, and the name of the party to whom it was addressed, I may be able to find the papers in the claim, if they are in our possession.

This statement of Mr. Bird was sent Mr. Davis November 21st, asking him to confer direct with Mr. Bird if he so chose, or further communicate with this office, to which Mr. Davis says: "Since I wrote you in regard to the overcharge the papers in the claims came back to the agent at this place, making me a proposition to allow me three dollars and a few cents of the \$8.97 that they overcharged me \* \* \* I will not write to Mr. Bird now, as there seems to be no necessity." This was sent to Mr. Bird for his information December 5th. After several letters passing between this office, Mr. Davis and Mr. Bird, the matter was satisfactorily adjusted, as shown by the following letter from Mr. Davis, which will close the case: "In reply will say that \$5.65 of my claim was received from the Chicago, Milwaukee & St. Paul and \$3.32 from the Chicago, Burlington & Quincy."

No. 10, 1895.  
 W. T. BERRY, MARSHALLTOWN,  
 v.  
 CHICAGO GREAT WESTERN RAILROAD.

Under crossing.

Under date of November 9, 1894, Mr. Berry addressed to the board the following:

*Honorable Board of Railroad Commissioners, Des Moines, Iowa:*

GENTLEMEN—On the 1st day of March, 1893, I conveyed right of way to the Wisconsin, Iowa & Nebraska Railroad company through my farm in Marshall county; said road is now called "The Chicago Great Western." A part of the consideration in said deed was as follows:

"The said Berry to have an under crossing at the west end of Iowa river bridge, and plank for bridges 8x12 feet, and said company agrees to put gates in fence on each side of crossing." Nothing has been done in the matter whatever. No bridge, no planks, no fence and no gates. I have been constantly annoyed at the delay of the company and have spoken to them frequently, but to no purpose. This crossing is the only exit I have from my farm, and it is always in a bad condition. I want the company to carry out their contract with me.

W. T. BERRY.

On November 14th a copy of the complaint was forwarded to Mr. Samuel C. Stickney, general manager of defendant road, and his attention is requested, and under date of November 15th Mr. Stickney says:

I am in receipt of your favor of the 14th, enclosing complaint of W. F. Berry, in relation to alleged failure of this company to fulfill contract with him in relation to the establishment of an under crossing at the west end of Iowa river bridge, and in reply would say I have referred the same to our chief engineer for investigation. Very respectfully yours,

SAMUEL C. STICKNEY.

And in further answer in the case under date of November 23d, Mr. Stickney says:

Replying to your letter of the 14th enclosing copy of complaint of W. T. Berry, I beg to state that our division foreman has been directed to put the fences and gate in proper condition and to repair the driveway.

I am informed that this crossing was put in a condition satisfactory to Mr. Berry in 1891, and if it has gotten out of repair since that time it has been through an oversight on the part of the foreman. Instructions have been given to have the gate and crossing kept in proper shape in the future. Trusting this will prove satisfactory to Mr. Berry. I remain, etc.

Subsequently, upon inquiry for progress in the case, on December 24th, Mr. Stickney says:

I beg to inform you that the crossing referred to has been put in proper condition and will be maintained in good shape in the future. Our bridge foreman also advises me that he has put the fences and guards in proper repair.

Similar word having been received from Mr. Henry Stone, attorney for Mr. Berry, at about the same time, the case is closed.

No. 11, 1895.  
 EDW. A. BARKLY, ODEBOLT, IOWA,  
 v.  
 CHICAGO & NORTH-WESTERN RAILWAY COMPANY. } Stock killed.

On November 17, 1894, Edw. A. Barkly, of Odebolt, Iowa, filed a complaint against the Chicago & North-Western railway setting forth that the said railway company had killed five hogs of his; that he had notified the section boss of the road between Odebolt and Wall Lake; that the hogs had been appraised at eight dollars, and that he had filed a claim with the railway officials. He asks for instructions as to how he shall proceed to compel the company to pay him. On the same date a copy of this complaint was sent to Mr. W. H. Newman, third vice-president of the Chicago & North-Western railway, by whom it was referred to Mr. R. C. Richards, general claim agent of the company. On December 24, 1894 Vice-President Newman advised the commissioners that the claim had been settled by voucher dated November 17, 1894, and on March 14th Mr. Barkly wrote notifying the board that the amount for stock killed had been received, thus satisfactorily closing the case.

No. 12, 1895.  
 HIRAM JOHNSON, CASEY,  
 v.  
 CHICAGO, ROCK ISLAND & PACIFIC RAILWAY. } Highway crossing.

The following was filed in the office of the commission, December 3, 1894:

CASEY, IOWA, December 1, 1894.

*Secretary Railroad Commissioners of Iowa:*

DEAR SIR—The Chicago, Rock Island & Pacific railroad has raised their track here, and it makes the dump too steep on Sec. No.—, one-quarter mile east of Casey at public crossing; it is dangerous for teams to cross in winter. I have notified the company through their section foreman, to fix it and they have refused, saying it is the road supervisor's place. I wish to know, is it the company's business or ours, to keep up that crossing; if theirs, what must I do next? Very truly yours,

HIRAM JOHNSON.

Upon receipt a copy was forwarded Mr. E. St. John, general manager of the defendant road, with the usual request "that it be given early attention." Under date of December 18th Mr. H. A. Parker, assistant to the president, says: "While I know nothing about the facts in the case except as presented in the petition, still it would appear to me from that, at least, that our company is under obligations to put the approaches to this crossing in good shape. I will refer the complaint to parties who will see to doing this, provided, as I have said, the facts are as stated." And on January 11th Mr. Parker says: "I passed Casey yesterday and saw our men at work on the crossing, and I think you may safely assume the crossing will be put in satisfactory condition." This information was forwarded Mr. Johnson January 29th, and he was requested to report what progress had been made. In answer to which, on January 31st, Mr. Johnson says: "The crossing near Casey has been put in good condition and is all satisfactory," which will be considered as closing the case.



No. 13, 1895,  
HARRY B. SHAW, NORA SPRINGS,

V.

VARIOUS LINES.

Under date of November 30th Mr. Harry B. Shaw addressed the following to the chairman of the commission:

NORA SPRINGS, Iowa, November 30, 1894.

Captain J. W. Lake, Railroad Commissioner, Hampton, Iowa:

MY DEAR SIR—You are aware of the destitution in some parts of Nebraska on account of failure of crops. The Young Peoples' Society of Christian Endeavor here have been taking steps to collect provisions and clothing for these needy people, and as chairman of their committee I write you to inquire if it is a fact that the roads are shipping this class of freight free, and if so how are we to secure this free transportation? Is it within the province of your commission to arrange for it? We would probably ship by the Burlington, Cedar Rapids & Northern from here and thence by the Chicago, Rock Island & Pacific to Lincoln, Nebraska, and the shipment would go to Rev. H. Brass, who will have the distribution in hand. Please write me by return mail and oblige

Yours,

HARRY B. SHAW,  
Chairman Y. P. S. C. E.

The case was taken up with Mr. C. J. Ives, president Burlington, Cedar Rapids & Northern, in the usual manner in answer to which, under date of December 7, 1894, Mr. Ives says:

I have yours of the fifth enclosing letter of Mr. Shaw asking me in regard to free transportation for supplies for the needy in Nebraska. \* \* \* will take pleasure in forwarding any supplies free so far as our own line can take them.

A subsequent inquiry was received from Mr. Shaw in regard to other lines and Mr. Truesdale, general manager of the Chicago, Rock Island & Pacific, and Mr. Miller, general freight agent of the Chicago, Burlington & Quincy, were asked the attitude of their companies in regard to "charity freight," and from their replies it appeared they took substantially the same position as that of Mr. Ives. Mr. Shaw was so informed which closes the case.

No. 14, 1895.  
C. W. FOWLER, ROWAN,

V.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY.

Veal damaged in transit.

On January 9, 1895, the following letter was received at the office of the commissioners:

Railroad Commissioners:

ROWAN, Iowa, January 7, 1895.

DEAR SIR—I would like to ask a favor of you by asking you this question. On, or about the last of October or the first of November I shipped some veal calves, dressed, to Chicago. The agent here told me that I could ship them in the refrigerator car which went Monday, so I got the veal ready for the car by dressing the day before and when the refrigerator came they claimed they couldn't load veal in that car and loaded it in an old freight car and now they claimed that the veal spoiled on the road, which seems impossible, even if it had been shipped in the freight car, for the weather was quite cool, although I wouldn't have shipped them if the agent hadn't told me that I could ship them in the refrigerator car. Now the question is have I got to stand the loss, which was \$15, or has the company?

Very respectfully,

C. W. FOWLER.

They were shipped in the name of Fowler and Bingham.

Under date of January 16th, by direction of the board, a copy of the above was forwarded to Mr. C. J. Ives, president of the Burlington, Cedar Rapids & Northern Railway company, with the request that he "take such action as may seem advisable," and on January 30th Mr. Ives says: "The same is undergoing investigation and shall be able to give you a definite answer in a very few days."

Under date of March 11th Mr. Fowler again called the attention of the board to his claim, using the following language: "In regard to my claim of \$15 against the Burlington, Cedar Rapids & Northern railway it seems as though I could not get a settlement out of them. They have been here and looked the matter over, and now they make me an offer of \$7, which is not half of my claim, and all I ask is just the cash the stuff cost me."

Before receiving this last the attention of Mr. Ives had again been called to the case and a reply requested on March 7th, and under date of March 12th Mr. Ives says:

CEDAR RAPIDS, Iowa, March 12, 1895.

Mr. W. W. Ainsworth, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—In reply to yours of March 7th, in regard to claim of C. W. Fowler, of Rowan, would say that the matter had been under investigation before your letter of January 7th, which investigation shows that Mr. Fowler has no legal claim whatever against this company, he having been notified that shipments of dressed meats could not be made in refrigerator cars, and the shipment in question was made with his knowledge in an ordinary box car, the meat was spoiled en route to Chicago and was lost, hence the claim and dispute between Mr. Fowler and our agent, Mr. Arnold, as to whether Mr. Fowler was entitled to the shipment of this meat in refrigerator car. Not wishing to contend over such a small amount (\$15) we offered to divide the loss with Mr. Fowler, but he refused to compromise the matter in any way.

I would suggest that this being an interstate shipment, it is not lawfully under control of the commissioners, but we should have been glad to have settled same if we could have done so without paying an unjust claim. Yours truly,

C. J. IVES,  
President.

Upon the receipt of Mr. Ives' communication defining his position upon the claim the following was sent Mr. Fowler, which will close the case as before this board:

March 15, 1895.

C. W. Fowler, Rowan, Iowa:

DEAR SIR—Enclosed please find copy of the last communication received from President C. J. Ives, in response to two letters from this office asking for the conclusions of his company in reference to adjustment of your complaint. You will note that President Ives raises the question of the interstate character of this shipment, a class of business over which this commission has no jurisdiction, their authority being confined to shipments beginning and ending in Iowa. Cases of this kind, however, are sometimes taken up by the board with the idea of securing, if possible, an amicable adjustment of the difficulties by correspondence. The above method having failed in this case, however, you will see that the commissioners are unable to render you further assistance. Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

No. 15, 1895.  
M. J. GRAY, LEDYARD,  
V.

CHICAGO & NORTH-WESTERN RAILWAY.

On January 9, 1894, M. J. Gray, of Ledyard, filed the following complaint:

*Railway Commissioners, Des Moines, Iowa:*

GENTLEMEN—I am engaged in buying and shipping hay at this point to local points, principally on the Rock Island road. North-Western road at this point, through the agent, have combined with resident dealers to prevent outside persons from shipping from here, thus working an injury to my business, as well as an imposition to the public at large. I ask for immediate investigation, and for such relief as in your opinion I may be entitled to.

Yours truly,

M. J. GRAY.

A copy of the above was forwarded to W. H. Newman, third vice-president of defendant road, with the request that he make such reply as he might desire, and under date of January 24th he filed the following correspondence relative to the case:

CHICAGO, January 24, 1895.

W. W. Atsworth, Sec'y Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—On receipt of information in your letter of the 16th that Mr. M. J. Gray of Ledyard, Iowa, had complained of our company's method of handling business, inquiry was made and with result as shown in attached correspondence from M. H. Hughes, superintendent of our northern Iowa division. This correspondence is forwarded to show the grounds upon which it is presumed Mr. Gray has made his complaint, and when through with it please return to this office. Very respectfully yours,

W. H. NEWMAN.

#### MEMORANDUM.

W. H. N.—Enclosed in reference to cars for shipments of hay at Ledyard, Iowa, account of M. J. Gray. From attached letter from Mr. Hughes, it would appear as if this party had no reason for complaint against our company.

H. R. MCC. 1-23-95.

H. R. McCullough, General Freight Agent, Chicago:

DEAR SIR—Returning herewith papers in complaint of M. J. Gray of Ledyard, on account of shortage of cars. The facts are, that on January 8th, our side tracks at Ledyard were in a crowded condition, on account of two elevators having been burned a few days before. There were fourteen empty box cars on side track that day, all loading with hay. Mr. Gray had a car there which was assigned him January 8th, and which he did not complete loading until the afternoon of the 8th. He was assigned a car again the morning of January 9th, and loaded it the 10th.

Our agent exercised good judgment at this time, when track was crowded, by assigning cars to shippers who would load promptly. This, Mr. Gray would not do. He has absolutely no cause for the assertion he has made, that other parties were favored with cars to prevent outside dealers from shipping. The attached statement shows cars furnished Mr. Gray, and length of time he took to load them.

Yours truly,

H. M. HUGHES,  
Superintendent.

DATE ASSIGNED.	CAR NUMB'R.	DATE LOADED.	DATE ASSIGNED.	CAR NUMB'R.	DATE LOADED.
December 28.....	3946	Jan. 1	January 15.....	1398	Jan. 15
December 29.....	3564	Jan. 5	January 15.....	4798	Jan. 17
January 3.....	1787	Jan. 8	January 16.....	1935	Jan. 17
January 9.....	3754	Jan. 10	January 15.....	4314	Jan. 18
January 10.....	4304	Jan. 12	January 18.....	9652	Jan. 18
January 14.....	4442	Jan. 14	January 18.....	3600	Jan. 19
January 10.....	4208	Jan. 14	January 19.....	1504	Jan. 21

Copy of Mr. Newman's statements was sent Mr. Gray with the request that he "please state promptly whether you have anything further to lay before the board in this case." To which, under date of February 6th, Mr. Gray says: "The abstract furnished by Mr. Hughes has no bearing upon the complaint filed whatever, from the fact that it refers almost wholly to the matter after the complaint was filed (January 4th). \* \* \* The day mentioned by Mr. Hughes (January 8th) I think there were fourteen empties set in, not a car of which was allotted to any one except home men, and this notwithstanding I had orders in for cars for more than a week. Such treatment as this I object to." Before any further action was taken by the board, and under date of February 9th, Mr. Gray says: "In view of the magnanimous treatment of myself by the officials of the Chicago & North-Western railroad since filing my complaint, I hereby withdraw my charges," which may be considered as closing the case.

No. 16, 1895.

A. A. HIBBARD, PAULLINA,

V.

Stock killed.

CHICAGO & NORTH-WESTERN RAILWAY.

On January 15, 1895, the following was filed in the office of the commissioners:

PAULLINA, IOWA, January 12, 1895.

To the Honorable Board of Railroad Commissioners:

GENTLEMEN—Report was made in due form, about the middle of August last, of the killing of ten pigs (should have been eleven) by one of his trains, to Superintendent Hughes, of this division of the Chicago & North-Western railway. Have written him since then, but no answer comes. Will you please send him a reminder, and oblige,

A. A. HIBBARD.

A copy of the same was forwarded to Mr. W. H. Newman, third vice-president of the Chicago & North-Western railway, requesting his attention, and under date of January 31st Mr. H. M. Hughes, superintendent, answering, says:

EAGLE GROVE, IOWA, January 31, 1895.

DEAR SIR—Your favor of 29th, to Mr. W. H. Newman, third vice-president of this company, Chicago, in regard to complaint of Mr. A. A. Hibbard, Paullina, concerning killing of some of his pigs last August, has been referred to me. In reply will say that I have no recollection of receiving letter from Mr. Hibbard which he states he wrote. Moreover, our section foreman, in reporting the killing of these pigs, gave the owner's name as "A. A. Hubert," and we had no report of killing any pigs for A. A. Hibbard. The error doubtless occurred through refusal of Mr. Hibbard to appoint an appraiser, or have anything to do with the pigs.

Our men estimated the value of the pigs at \$15.00, and I will make a voucher for this amount in Mr. Hibbard's favor without delay.

Yours truly,

H. M. HUGHES,  
Superintendent.

Upon the receipt of Mr. Hughes' reply Mr. Hibbard was furnished a copy and asked if upon the receipt of a voucher for this amount the case might be closed, and under date of February 13th Mr. Hibbard replies claiming pay for the eleventh pig, "which had gone to the buildings and died." Mr. Hughes was informed of this further demand, and in reply claims that "ten pigs only were seen by the parties present and appraising," and no evidence being introduced to prove that more were killed by the defendant's train the case may be considered closed.



No. 17, 1895.

JAMES FRAZER, PAULLINA,

V.

CHICAGO & NORTH-WESTERN RAILWAY  
COMPANY.

} Stock killed.

January 16, 1895, the following was received from Mr. James Frazer, of Paullina:

PAULLINA, Iowa, January 15, 1895.

The Secretary, Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—About the middle of August, 1894, I had a hog estimated to weigh 120 pounds killed by a train on the North-Western railroad about four miles east from Paullina. Hogs were then worth about \$5 per 100 pounds.

It was appraised and reported to the company by their section foreman and I have written the superintendent since, but they have taken no notice of the matter so far as I know. Kindly bring the matter before the board of commissioners with a view of having the company settle the same. Yours truly,

JAMES FRAZER.

The complaint was forwarded to Mr. W. H. Newman, vice-president of the Chicago & North-Western, for his attention. No reply having been received at this office, March 7th Mr. Frazer was asked if his claim had been adjusted, to which, March 9th, he says: "I have heard nothing from the Chicago & North-Western in regard to my claim." General Manager Whitman's attention was called to the claim and he says, under date of April 2d: "I find that voucher in favor of Mr. Frazer was made on January 28th, sent to Paullina station and is still at that point unclaimed. If Mr. Frazer will call on our agent at Paullina the voucher will be paid." And April 11th Mr. Frazer says: "Received payment on my claim for hog; accept thanks for effort made," which closes the case.

No. 18, 1895.

D. FORTNEY, OTHO,

V.

MINNEAPOLIS & ST. LOUIS RAILWAY  
COMPANY.

} Closing station.

January 17, 1895, Mr. D. Fortney, of Otho, filed the following complaint:

OTHOT, Iowa, January 16, 1895.

Secretary Railroad Commissioners, Des Moines:

DEAR SIR—I am sorry to inform you that the Minneapolis & St. Louis Railway company have closed their station at this point.

They have nailed up doors and windows to office and waiting room. On the night of the 14th of this month a shipment of household goods to go south was compelled to remain on the platform over night, there being no one to look after them and get them in the freight room.

A Jew peddler from your city named Mitchie, prepaid a shipment of freight for this point and there being no agent, it was carried to Ft. Dodge. I have a contract with the original railway company in which for a consideration they agreed to build a depot and maintain it. I have fulfilled my part of the agreement, but consider they have violated their part by closing up the depot and denying its use to the public. Waiting your earliest convenience, I remain Very respectfully yours,

D. FORTNEY.

Mr. A. L. Mohler, general manager of the Minneapolis & St. Louis railway, was furnished a copy and requested to answer. This was January 23d, and February 6th the reply was received as follows:

MINNEAPOLIS, Minn., February 5, 1895.

W. W. Attnworth, Secretary Railroad Commission of Iowa, Des Moines, Iowa:

DEAR SIR—Your favor of the 23d received. We have just completed the investigation. The business of this station has practically drifted down to nothing recently and there is no immediate prospect of its increasing in view of the corn crop failure.

This company has not reduced or retrenched its passenger service, but it has closed up a few of its stations temporarily. As you are aware, we have just come out of the hands of a receiver, and it is exceedingly desirable that we keep out of it we can. This closing of the station is not a permanent one, the contract to which Mr. Fortney refers is not one that will prevent our closing the station temporarily, at least I am so advised by our general solicitor, whom I consulted before taking action.

I trust this explanation will be satisfactory. Yours truly,

A. L. MOHLER.

A copy of Mr. Mohler's reply was forwarded Mr. Fortney, in answer to which he filed a copy of a contract between himself and the Minneapolis & St. Louis company, the stipulations of which provided for certain privileges he claimed were not being furnished. But Mr. Fortney intimates that "during these hard times" it would be satisfactory if the waiting room could be warmed and kept open for the accommodation of the public, adding "If they will comply with this request we will drop the matter for the present."

After further correspondence with both parties seeking to adjust the difficulty, under date of April 29th Mr. Fortney says: "The railroad company have made arrangements \* \* \* to open the depot at train time; \* \* \* thanking you for your kindness." This may be considered as closing the case.

No. 19, 1895.

JOHN T. HANCOCK &amp; SONS, DUBUQUE,

V.

CHICAGO GREAT WESTERN RAILROAD  
COMPANY.

} Insufficient train service

Under date of January 18, 1895, Messrs. John T. Hancock & Sons, of Dubuque, joined with Geo. H. Moss, one of their commercial travelers, in a complaint against defendant road. Mr. Moss in addressing his employers (a copy of which they file with and make a part of their complaint), says as follows: "Is there nothing we can bring to bear on the Chicago Great Western railroad to make them pull one freight to its destination. They have only run one freight north of Elma in a week. This is too bad. When they ran every other day it was bad enough, but now it is getting awful." To this Messrs. Hancock & Sons say: "We have had a great deal of complaint of late from our customers and traveling men on account of the poor service rendered by this road. Will you kindly look into the matter?" The substance of the foregoing complaint was forwarded to General Manager Samuel Stickney, in reply to which under date of January 25th Mr. Stickney says:

ST. PAUL, Minn., January 25, 1895.

W. W. Attnworth, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—In reply to your communication of January 23d, in regard to statement of Messrs. J. T. Hancock & Sons, Dubuque, Iowa, that their customers and traveling men complain of the "poor services rendered by this road," that "we have run but one freight north of Elma in a week," I beg to state that we ran thirty-four trains out of Elma for St. Paul from January 1st to January 25th inclusive. Taking out four days from this period, New Year's day and three Sundays, when service would not be expected, it seems to me that our record does not merit the criticism made.

We fully appreciate the value of a complaint of this nature from any of our patrons and it will always be our ambition to forestall them as much as possible.

Trusting this explanation is entirely satisfactory, I remain

Yours truly,

SAMUEL C. STICKNEY,  
General Manager.

Copy of Mr. Stickney's reply was forwarded to the plaintiffs in the case to which, under date of January 31st, they make the following reply, which may be considered as closing the case:

We beg to acknowledge receipt of yours of the 28th, and are pleased to read Mr. Stickney's letter on the subject and trust there will be no further cause for complaint.

No. 20, 1895.

KLINE BROS., ROCKWELL,

V.

} Warehouse site.

IOWA CENTRAL RAILWAY.

Under date of January 19, 1894, Messrs. Kline Bros., of Rockwell, addressed the following letter to the board with the petition thereunto subjoined:

ROCKWELL, January 19, 1895.

W. F. Ainsworth, Secretary Board Railroad Commissioners:

We have a matter that we wish to bring before the board of railroad commissioners. Our lease with the Iowa Central Railroad company for ground on which our elevator stood expired October 1, 1894. The company had agreed to continue our lease, but were to rebuild the ground on which our elevator and other buildings stood. On November 23, 1894, our elevator burned. The lease, as we understand it, had been sent to Rockwell to be signed, but when we called for it the lease had been called in by the railroad company, and they have since refused to lease the ground to us. We have considerable property right on the ground in the way of rock, grading, corn cribs, and a well that is 212 feet deep. The well is about one foot over the line in the street, but was put there by consent of the city council, and was used exclusively for the elevator; and we would ask your honorable body to investigate the matter, and if upon investigation you find the railroad company in error, to grant us a lease of the ground, or that the railroad company pay us for the property now on the ground.

Yours respectfully,

KLINE BROS.

To the Honorable the Board of Railroad Commissioners of the State of Iowa:

We, the undersigned business men, farmers, and citizens of Rockwell and vicinity, respectfully submit to you the following statement:

That on or about June 1, 1894, the firm of Kline Bros., consisting of George R. and Charles Kline, of Evanston, Ill., bought and took possession of the large steam elevator and milling business connected therewith situated in our town.

Said Kline Bros. are carrying on an extensive grain and feed business at Evanston, Ill., and their object in engaging in grain buying here was principally for the purpose of buying and shipping to supply their home demand, and in order to personally superintend the business at both places one of the firm, Charles G. Kline, has brought his family and taken up his residence here.

By this arrangement of their business they have been able to pay good prices, and this, together with their gentlemanly and honorable conduct in the treatment of their customers, has resulted in creating a good market and bringing a great deal of business into our town, and thereby benefiting both farmers and business men.

Said Kline Bros.' buildings burned down November 23, 1894, and as their loss was quite heavy there was a universal feeling to give them financial help to rebuild, and for that purpose a preliminary meeting was held December 19th, at which they were promised \$1,000 to help them rebuild.

We also understand that said Kline Bros.' lease of the ground had expired shortly before the fire, and no new lease executed; and when they applied to the manager of the C. I. Railway company for a re-lease of said lots they were told that they could not have them, as they

had been leased to another party, and the reason given for making the change was, said C. I. Railway company was getting only a small amount of freight charges out of Kline Bros.' shipments, on account of them shipping to Evanston by way of Mason City over the Chicago, Milwaukee & St. Paul, and they expected the new lessees to ship to points where they could get a larger percentage of the freight charges.

As the sentiment of this community was unanimous against having the new lessees occupy the place and carry on the business, for the reason that he had been in the same business before and had not given as good satisfaction, and for the reason that he was not expected to put up so expensive a plant and would not be able to give the business his whole personal supervision; therefore this community unanimously petitioned said railway company to reconsider their action. Said petition was forwarded to General Manager L. M. Martin, on the 14th day of January, 1895, but so far as we know no attention has been paid to it.

We also understand from reliable authority that so far as receipts and shipments are concerned, this town has for sometime stood in the front with those on the entire north division of said railroad, and we believe that said Kline Bros. have been largely instrumental in making it so.

We further believe that the erection of a plant as proposed by Kline Bros. and their reengaging in business here would result in bringing into this town enough more business over what the new lessees would draw so that the increased shipments would at least counter-balance the short haul freight charges, and their remaining here would certainly be a great financial benefit to this community.

We also believe and declare that the new lessee of said lots fully understands the sentiment of this community as against himself and in favor of Kline Bros., as he has been heard to say repeatedly that he did not wish to take advantage of Kline Bros., and that he made application for a lease of the ground only in case Kline Bros. should not wish to rebuild, and after said lease was sent to him he wrote the railroad company that he preferred to give up his newly acquired right to Kline Bros., and therefore the company would not have much trouble in canceling his lease, as we think he has not incurred any expense or made much calculations to occupy said ground.

Therefore, we do hereby protest against the action of said railroad company in ignoring the rights of Kline Bros. and trying to force them to remove from this town, thereby causing them the entire loss of a valuable well worth \$250, and the abandonment of other properties, consisting of foundations and basement walls, corn cribs, etc., and removal of home and family to another place; and we also deem it an injustice for said company to sacrifice the benefits and advantages of this community for the sake of their own anticipated financial gains.

And we therefore respectfully request your honorable body to investigate this matter and take the necessary steps to compel said C. I. Railway company to reinvest Kline Bros. with their rights and privileges, if you find they are lawfully entitled thereto.

J. S. Hutchins.	George E. Higby.	George H. Felthous.	John Paul Abr. Co.
J. Howland & Son.	F. F. Fenn.	Felthous Bros.	R. S. Malloy.
T. L. Chappes.	E. C. Miller.	J. E. Bell.	E. H. Good.
J. R. Janssens.	Bruce & Lyman.	G. B. Rockwell.	File & Asper.
A. R. Hardley.	M. C. Burgess.	McEwen & Sons.	William B. Campbell.
E. L. Kaylor.	H. Kelly.	F. H. Putnam.	George W. Howard.
William Keenan.	Frank Campbell.	Joseph Barlow, Jr.	R. McLaughlin.
J. B. Ball.	P. B. Cahalan.	E. C. Holstein.	E. E. Clarke.
Albert Bruce.	Ed. Kienzler.	T. Burgess.	James Howland.
James Slater.	J. C. Felthous.	S. S. Page.	M. Dexter.
John Harman.	Charles Howland.	W. J. Hatch.	A. Heinrich.
John B. Snyder.	J. J. Dickson.	T. H. Cole.	Peter McMann.
M. J. Broderick.	Hans J. Kofot.	E. Jeffrey.	C. W. Harris.
George E. Lyman.	A. W. Luce.	Michael Colwell.	George Kow.
L. N. Campbell.	W. F. Sherwood.		

Upon the receipt of which the following was sent:

L. M. Martin, General Manager Iowa Central Railway Company, Marshalltown, Iowa:

DEAR SIR—I am directed to send you the enclosed petition of citizens of Rockwell and vicinity, together with copy of communication of Kline Bros., of same place, in matter of site for elevator on your station grounds at Rockwell, as is more fully explained by enclosures.

Kindly give this your early attention, and reply.

Very respectfully yours,

By order of the board.

W. W. AINSWORTH,  
Secretary.



To which, under date of January 28th, Mr. Martin replies, as follows:

MARSHALLTOWN, Iowa, January 23, 1895.

Hon. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to your favor of the 24th inst., enclosing copy of petitions of citizens of Rockwell and vicinity, also copy of communication of Kline Brothers, of same place, in regard to the elevator site on land owned by this company at Rockwell station.

That you may fully understand the situation, I will state that up to October 1, 1894, Mr. Kline occupied our ground under a lease given to one of Rockwell's citizens, who originally owned the elevator, and which was purchased by Mr. Kline. About November 23rd, the elevator, through the carelessness of the engineer or some one connected with it, took fire and burned down, burning up a number of box cars, and costing as something in the neighborhood of \$1,000.

After the burning of the elevator, we gave him some three weeks in which to say whether or not he would rebuild, after which time, not hearing anything from him, and having petitions from other parties for the property, we concluded to lease it to Mr. Piersol, a general merchant at Rockwell, as we considered we had a perfect right to do.—Mr. Kline's lease having expired, and all his property having been destroyed by fire.

Now, Mr. Piersol has kept his bank account in a different bank than the one owned and controlled by Mr. Felthous, who was the original owner of the elevator, and who sold it to Mr. Kline, and who held the lease of the land until its expiration, October 1, 1894, there is naturally a strife between them as to who shall have the land. The people at Rockwell and adjacent territory have nothing whatever to lose in our leasing this ground to Mr. Piersol, as he is in position to make for them as good a market as was made, or can be made by Mr. Kline, in case we had decided to lease to him.

All this agitation is due to internal jealousy on the part of certain persons in Rockwell who are working for their own benefit. As you very well know, it is an easy matter to circulate petitions and get a long list of names, as people will sign petitions through accommodation and frequently without knowing anything about the subject. We now have on file in our office a letter from one of the prominent signers, telling us that he had only signed the petition in order not to offend the party circulating it, and that he had no objections whatever to our leasing the ground to Mr. Piersol, which we have done.

Trusting this explanation on our part may be satisfactory, I remain

Very truly yours,

L. M. MARTIN,  
General Manager.

Copy of Mr. Martin's reply was forwarded Messrs. Kline Bros., to which, on January 31st, Messrs. Kline Bros. say:

ROCKWELL, January 31, 1895.

W. W. Ainsworth, Secretary Board Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Your favor of the 24th inst., enclosing copy of letter from General Manager Martin of the Iowa Central railway is received and contents fully noted. In reply would say that we think Mr. Martin is rather pointed in his statement regarding the origin of the fire. Regarding the time he speaks of, I met Mr. Vorbes, the assistant superintendent of the road, about December 5th, and he gave us thirty days from that date in which to consider the matter of rebuilding. I don't think it was more than twenty days from that date when I went to the general office of the company to get the matter settled, when they informed me they had leased the ground to J. B. Piersol. Now regarding the purchase of the elevator, we bought it from J. W. Harlow. I believe, however, he bought the elevator from the firm of Felthous Bros. & Moore, consisting of J. A. Felthous, J. C. Felthous and A. A. Moore. The Mr. Felthous Mr. Martin refers to in his letter is Geo. H. Felthous, president of the Rockwell bank, but that gentleman has not been in the grain business or connected with the lease since 1892, and if Mr. Martin will take the trouble to look up his records, he will find this to be the case; and, to make a long story short, Mr. Martin's statements are all false, excepting the one where he claims to have a letter on file in their office from one of Rockwell's prominent citizens, which we believe to be true, for more than one of Rockwell's more prominent citizens predicted that such would be the case when one of the citizens signed the petition. Now, we would ask your honorable body to come to Rockwell and give this case a hearing, where we can prove to you that the facts are as we stated.

Kindly let us hear from you at your earliest convenience.

Yours respectfully,

KLINE BROS.

In accordance with the request of Messrs. Kline Bros. the commissioners set Wednesday, February 27th, as the day upon which, at Rockwell, they would make an investigation of the case, and all interested parties were so notified, but before the arrival of that date the following was received, which will close the case:

ROCKWELL, Iowa, February 25, 1895.

W. W. Ainsworth, Secretary Board of Railroad Commissioners:

DEAR SIR—We have made settlement on lease of ground at Rockwell that we were corresponding with you about. \* \* \*

(Signed)

KLINE BROS.

No. 21, 1895.

LANE IMPLEMENT COMPANY, RED OAK,

V.

Overcharge on implements.

CHICAGO, BURLINGTON & QUINCY RAILROAD.

Under date of January 23, 1895, the following was received:

RED OAK, Iowa, January 22, 1895.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Last May, while the Chicago, Burlington & Quincy railroad was making about one-half rate on freight from Chicago to Missouri river points, and we are informed to a number of intermediate points, we shipped two cars of machines from Chicago, expecting to get the benefit of the cut rate. The railroad company collected full freight, or 50% more than we would have paid had we got the rate as advertised. We put in our claim to the Q. for overcharge, but their reply is, "this rate did not apply to Red Oak." They admit this rate was made to Council Bluffs at the time we received our two cars, but meet us every time with "this rate did not apply to Red Oak." This is not our understanding of the interstate commerce law. Under it can a railroad charge more for a short haul than a long one? We will appreciate an early reply. Truly yours,

LANE IMPLEMENT CO.

In reply to the above the following was sent and is given as expressing some, what fully the position of the board in such cases:

DES MOINES, Iowa, February 4, 1895.

Lane Implement Company, Red Oak, Iowa:

GENTLEMEN—Yours of the 22nd ult. in relation to alleged overcharge on two cars of machinery from Chicago to Red Oak when the so-called "cut rates" were in effect last July has been received and submitted to the commissioners.

I am directed to say in reply that from your statement of the case the interstate commerce law would seem to have been violated in your case, and you would have a remedy under the provisions of that act by either making a complaint to the Interstate Commerce Commission, or by proceeding in the proper court. This commission would not have any jurisdiction in the matter, as yours was an interstate shipment. This board would do for you what they have frequently done for others under somewhat similar circumstances; namely, take the matter up with the proper official of the company involved and see if an adjustment could not be reached by concession or agreement, if you would like to have that done. Please indicate what your wishes would be in that respect at your earliest convenience.

Very respectfully yours,

W. W. AISNSWORTH,  
Secretary.

By order of the board.

Under date of February 13th the implement company reply, saying: "We would like to have the commissioners take up our case with the railroad officials, as mentioned in yours of the 6th." On February 15th a copy of the complaint was forwarded to W. F. Merrill, general manager of defendant company, with a statement of the commissioners why it was thus sent, with the request, "will you kindly make such investigation as may be necessary and make such answer as may seem to you advisable?" and the following is Mr. Merrill's reply:

CHICAGO, March 7, 1895.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I have your communication of February 19th about the complaint of the Lane Implement Company, of Red Oak.

I regret very much that the complainant should feel that he has not been properly treated by our company; if an adjustment could have been made consistently with what we regard as our necessary policy in this matter I should have been very glad. We feel that the rates prevailing, and which are complained of in this case, were justified by the circumstances, and that we ought not to be called upon to refund any portion of the rate charged the Lane Implement Co., which was the regular published tariff rate at the time; indeed, we are informed by our legal department that we can not legally do so.

Yours truly,

W. F. MERRILL,  
General Manager.

A copy of the above reply was sent the implement company, with the following letter, which will close the case so far as this commission is concerned:

March 15, 1895.

Lane Implement Company, Red Oak, Iowa:

GENTLEMEN—Enclosed please find copy of the last communication received from General Manager W. F. Merrill, of the Chicago, Burlington & Quincy, in relation to the adjustment of your claim against that company for an alleged violation of the Interstate Commerce act. It is, of course, evidenced by this that no settlement of the matter can be reached by a further correspondence from this office, and consequently, as indicated in a letter dated February 6th, your further remedy will be either in the proper court or before the Interstate Commerce commission. Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

No. 23, 1895.

MRS. AMANDA DOUGHERTY, KNIFFIN,

V.

Station service.

CHICAGO, ROCK ISLAND &amp; PACIFIC RAILWAY.

January 25, 1895, Mrs. Amanda Dougherty, of Kniffin, filed the following complaint and explanation thereto:

KNIFFIN STATION, Iowa, January 22, 1895.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—When the Chicago, Rock Island & Pacific railway was built through this place, the company got the right of way through two or three large farms by entering into a contract to build and maintain a flag station at this place, but the people could not get them to build a depot until about three years ago; then we got the railroad commissioners to see after the matter, and they made them build a depot. And the railroad company employed me at \$15 per month to sell tickets and take care of depot, and on the 31st day of December last the auditor came and checked and took the tickets away, saying they were closing all the small stations. Now can they do that at this place? Then the division superintendent sent me word to box everything in depot except seats and stove and send them to him, which I did; then I wrote and asked him what I should do with the keys, and the following was his answer: he says: "Replying to yours in reference to keys and stove, if you wish, without compensation, to look after the depot for your own benefit, as well as that of passengers, you may retain the keys and we will furnish coal necessary for the stove; if you do not wish to do this, you will forward the keys to me. The stove we will let remain in the depot. If keys are sent me, leave the depot door unlocked. Yours truly, H. A. White, Division Superintendent."

Now I consider his letter to mean, you do our work at the depot for nothing or we will make you sorry by leaving the depot open right before your door for all the tramps and thieves to loaf in, and I do not want it left open, for I am a widow and my house is not more than fifty or sixty feet from depot, and I have to stay alone about two-thirds of the time and there is no other house nearer than about four hundred feet; therefore I do not want it left open, neither do I like to be compelled to take care of it for nothing, and now the question I wish you to

answer is, can they make me take care of that depot for nothing, or throw it open to the public if I don't? Please answer soon as possible, and greatly obliged,

Yours truly,

MRS. AMANDA DOUGHERTY.

The above was soon supplemented by this upon the same subject:

KNIFFIN, Wayne County, Iowa, January 23, 1895.

Railroad Commissioners:

The Chicago, Rock Island & Pacific Railroad company closed the depot and discharged the agent at this place December 5, 1894. The company has a contract with parties here for the privilege of right of way, to stop trains here for passengers and the commissioners compelled the company to build a depot. The depot, as it is, does not benefit the people at all. The depot was built about three years ago. There were communications from C. P. Whitmore at that time to the commissioners that are probably on file. Please investigate and oblige

A. McNITT, and the community here.

On the same date W. H. Truesdale, general manager of respondent company, was advised of the trouble, furnished with specifications and requested to "give early attention and answer," to which he says:

CHICAGO, Ill., January 30, 1895.

W. W. Ainsworth, Esq., Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to yours of the 25th instant, enclosing communication from parties at Kniffin as to the matter of our discontinuing our agency at that station.

I beg to enclose you herewith copy of letter from our ticket auditor, showing the amount of passenger business from that station during the six months ending with November last. The figures given I think indicate clearly our reasons for closing this station and stopping the loss we were incurring there regularly, paying the agent a salary which amounted to about twice the gross receipts of the station. It is true that the aggregate of the loss is not large, but in these trying times for railway interests, we feel that even the small losses are felt, and think it incumbent upon us to so arrange our matter as to stop all drains of this character on our finances. Yours truly,

Vice-President and General Manager.

CHICAGO, January 29, 1895.

W. H. Truesdale, Vice-President and General Manager, Building:

DEAR SIR—I return herewith correspondence received with your favor of the 25th, relative to passenger business from Kniffin, Iowa. Below please find statement of amount of sales at that station for six months:

June.....	\$ 3.33
July.....	14
August.....	16.30
September.....	2.13
October.....	20.54
November.....	5.30
Total.....	\$ 47.74

Yours truly,

(Signed)

A. TEMPLE,  
Ticket Auditor.

Mrs. Dougherty was furnished copy of Mr. Truesdale's reply for her consideration and answer to which she says:

SIR—In answer to yours of March 25th, will say Mr. Truesdale's statement relative to passenger business at this place for six months ending with last November is correct, but you must recollect that time was while the strike was in progress and that of course cut the passenger business down. And he does not say anything about the freight that was shipped to and from this place during that time, or any time. And I believe the freight business would amount to more than the passenger business. And they cannot make me, or anyone that knows anything about the business that was done here, believe that they were losing money, but they have always been trying to get rid of this place.

Very respectfully yours,

AMANDA DOUGHERTY.

In reply to this subject, freight, Mr. Truesdale says:



I find upon looking up the matter in our freight auditor's office that for the last six months, ending November 30th last, our earnings on freight forwarded from that station amounted to \$59.50 and on freight received \$73.35. Certainly this small amount of freight business would not justify keeping open this station and paying the salary we did before we closed it. I would state furthermore for your information that at the time we had a regular agent there on salary, no freight business was transacted by said agent, all freight to or from that point was billed to or from the station each side of there, the same as now.

The matter of train service at Kniffin was up for consideration by this board in 1891, at which time the respondent company was ordered to build station house and stop trains on signal. (See Report 1891, page 751.) Mrs. Dougherty, August 7th, in answer to inquiry says: "The railway company are stopping trains at this place when flagged." And as they are thus complying with the former order of the board made in 1891, Mrs. Dougherty was advised "that inasmuch as you state that the company is complying with the former order of the board, they see no reason, as at present advised, why further orders in the case are necessary," which may be considered as closing the case.

No. 23, 1895.

A. L. SWEET, PRESIDENT CHICAGO, WILMINGTON & VERMILLION COAL CO.

V.

CHICAGO & NORTH-WESTERN RAILWAY.

Through rates on coal.

Under date of February 28, 1894, A. L. Sweet, president of the Chicago, Wilmington & Vermillion Coal company, whose mines are located at Spring Valley, Illinois, filed a complaint against the defendant road, alleging unjust discrimination on the output of their mines destined for points in Iowa, located on the lines of the Chicago & North-Western railway. Mr. Sweet was informed that his complaint, as stated by him, was somewhat in the nature of an interstate shipment over which this board had no jurisdiction, and a copy of their decision in the Heath & Sons' case, of Fort Dodge, was sent them for better illustration, presuming it covered materially the same points as were embodied in their coal shipments.

Under date of March 4th Mr. Sweet says in reply:

I hardly think you understand the exact position we occupy. For instance, the Chicago & North-Western railway make through billing rates over their own line from Spring Valley, Illinois, to points in Iowa, but do not make through billing rates from any other mines in our district.

Our mines are situated on the Chicago, Burlington & Quincy railway at Ladd station, five miles from Spring Valley, and we will bill our coal to Clinton, Iowa, and take your commissioners' distance tariff from that point to the same point in Iowa on the North-Western road as coal is shipped from Spring Valley. Now, I understand that the North-Western propose to stop this billing coal to the Mississippi river and having it rebilled on the Iowa commissioners' distance tariff from the Mississippi river. In other words, the North-Western railway propose to give the Spring Valley mines a monopoly of the Illinois soft coal business on their lines in Iowa. They propose to charge us on our coal rebilled from Clinton, the Iowa proportion of the through rate on coal from Spring Valley, which will be in all cases higher than your distance tariff, and what we desire to know is whether you will sustain them in this discrimination against our shipments.

I herewith return you, as per your request, a copy of your commissioners' decision in the case of Heath & Sons v. Illinois Central Railway. Thanking you for your prompt reply and for the loan of the decision, I am

Yours truly,

A. L. SWEET,  
President.

Upon the receipt of the above, the board again took the matter up for consideration and directed the following sent to Mr. Sweet:

March 13, 1895.

A. L. Sweet, President Chicago, Wilmington & Vermillion Coal Company, Chicago, Ill.:

DEAR SIR—Yours of the 4th inst. has been received and submitted to the commissioners. I am directed to say in reply that if your company will tender to the Chicago & North-Western Railway company at Clinton, Iowa, a carload of coal for shipment to any other point in Iowa on its line, and also tender the freight on same in accordance with the commission's rates in force in this state, and the company refuse to take the car and haul it to its place of destination at that rate of freight charges, you would then probably have a case that you could present to the commissioners for their decision or opinion. Or if upon a carload of coal actually taken by them at Clinton and hauled over its line in Iowa they charge more than the commissioners' rates and you pay the same under protest and then present the case to the commissioners in proper form, it would bring up the same question substantially. When such a case should be presented the commissioners would notify the railway company and it would have an opportunity to be heard as well as yourself, and after such a hearing of all the parties interested the board would decide the matter in accordance with the law, and rights of the parties thereunder, as the commissioners understand it. It is their aim to enforce the law and render substantial justice to all parties, in so far as they have jurisdiction; but, of course, they cannot be expected to decide a case before it is properly presented and both parties have an opportunity to be heard.

Very respectfully yours,

By order of the board.

W. W. AINSWORTH,  
Secretary.

In reply to the above, under date of March 16th, Mr. Sweet says: "We are still continuing to ship coal into Iowa under the arrangement which we pointed out to you in our last taking the Iowa railway commissioners' tariff from the river, and this arrangement as yet has not been interfered with. \* \* \* Thanking you for your suggestions, etc."

There seeming to be no further necessity of adjustment the case may be considered closed.

No. 24, 1895.

GEO. H. BROWN & CO., ET AL., ARMSTRONG,

V.

BURLINGTON, CEDAR RAPIDS & NORTH-WESTERN RAILWAY.

Failure to furnish cars for hay shipments.

March 6, 1895, the following communication was received at the office of the board:

ARMSTRONG, IOWA, March 4, 1895.

Railroad Commissioners, Des Moines:

GENTLEMEN—For some reason unknown to us we are wholly unable to obtain cars for shipping purposes from this point and our business is suffering in consequence thereof. We are unable to fill orders for hay owing to the fact that the Burlington, Cedar Rapids & Northern Railway company refuse to supply us with cars. Therefore, we, the undersigned hay shippers of the town of Armstrong, Iowa, ask you that cars be forwarded to this town at once and without delay.

(Signed)

GEO. H. BROWN & CO.,  
PRIME & HODGE,  
W. H. JUNE.

The petitioners, seeming to express so much desire for immediate action and quick results, by order of the board the following telegram was wired President C. J. Ives of the Burlington, Cedar Rapids & Northern, March 6th, 9:35 A. M.: "Hay shippers at Armstrong complain of refusal of your company to supply cars

and consequent injury to their business. Please wire commissioners why cars are not furnished," and at 3:25 P. M. of the same day Mr. Ives says:

Telegram received and investigated. Must be some mistake. Agent at Armstrong says he is furnishing all the cars patrons can load. We have plenty of cars for all.

(Signed)

C. J. IVES.

Messrs. Brown & Co. and other petitioners were immediately notified by letter of the action taken and copies of both dispatches sent them with the remark and inquiry:

You will observe what the agent at Armstrong reports. Have you anything further to lay before the commissioners in the case?

In reply to which the following was received, which may be considered as closing the case:

ARMSTRONG, IOWA, March 12, 1895.

To the Iowa Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—We note in your letter in reply to our petition that Mr. Ives quotes agent at this point as saying that he is furnishing patrons all the cars they can load. This is a premeditated falsehood, as every hay shipper here will attest. We have had hay piled along the track exposed to all kinds of weather just because the company would not get us cars. We even telegraphed the general superintendent to forward us cars, but received no reply from him. Will say, however, that since laying the matter before you we have not been refused a car.

Thanking you for your promptness in supplying us with cars, we remain,

Yours truly,

G. H. BROWN & Co.

No. 25, 1895.

E. M. JENISON, OTTUMWA,

V.

WABASH RAILWAY AND CHICAGO, ROCK  
ISLAND & PACIFIC RAILWAY.

Passenger train service.

March 11, 1895, the following complaint was received at the office of the commissioners:

OTTUMWA, IOWA, March 11, 1895.

W. W. Ainsworth, Secretary Board Railway Commissioners, Des Moines, Iowa:

DEAR SIR—The people of Ottumwa and vicinity are much annoyed over a condition of affairs for which the Rock Island road seems entirely responsible. The facts are these: The Wabash passenger for Des Moines leaves this place at 6:10 in the morning, arriving at Des Moines at 9:20. This train leaves Des Moines at 6:10 P. M. and arrives here at 9:20 P. M. This is the only train that enables Ottumwa people to get to Des Moines, transact a day's business there and return home the same evening, and yet they are denied the privilege of using it. A brakeman at the car door asks each passenger his destination, and if he says Des Moines, he is not permitted to enter the train. So at Des Moines, the brakeman demands of all passengers their destination, and if any one says Ottumwa, he is informed he will not be carried. This works a great inconvenience to Ottumwa people, many of whom have business in Des Moines. The Wabash company use the Rock Island track from Ottumwa to Harvey, and one of the conditions of the lease provides that the Wabash shall not carry passengers from Rock Island points to Rock Island points. Recently the Rock Island became suspicious, and sent detectives to dig up Wabash employees.

Were it possible for Ottumwa people to get as good service on any other line they would not complain, but there is no other road that can even get Ottumwa passengers to and from Des Moines the same day. I recite these facts as they exist, and desire to know if a formal complaint must be laid before the Iowa Board of Railway Commissioners in order to have the matter made right. Is not the Wabash railway a common carrier, and as such, compelled to carry passengers from stations to other stations, where regular stops are made?

Very truly,

E. M. JENISON,  
Editor Daily and Weekly Republican.

Copies of Mr. Jenison's communication were forwarded to C. M. Hays, general manager of the Wabash railway, and W. H. Truesdale, general manager of the Chicago, Rock Island & Pacific, with the request that they make such reply as they might deem proper. Under date of March 16th Mr. Hays says: "I have yours of March 15th with copy of complaint from E. M. Jenison \* \* \* in relation to conditions heretofore existing, which have served in some respects as a restriction upon passenger travel between Ottumwa and Des Moines, and replying thereto will say: The previous arrangements between this road and the Rock Island have been so modified as to in no way interfere with the performance by the Wabash railroad of its duties as a common carrier." This answer by Mr. Hays seemed a little indefinite in its character, and by order of the board the following was on March 20th sent Mr. Hays:

I am directed to request you to make a more specific statement as to what these modifications are, and whether, in your judgment, they are such as to remedy the conditions complained of. An early reply is requested. Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

In reply to which Mr. Hays says:

ST. LOUIS, MO., March 22, 1895.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to yours of March 20th: The contract between the Wabash and the Chicago, Rock Island & Pacific roads for the use of their track between Ottumwa and Harvey, which previously prohibited our doing any passenger business at all between the points named, has been modified so that we may comply with our duties as a common carrier by taking passengers and accounting to the Rock Island road for an agreed proportion of the revenue. Yours truly,

CHAS. M. HAYS,

Vice-President and General Manager.

A copy of this last reply was forwarded to Mr. Jenison with the request to "kindly advise this office whether the modifications above indicated have been carried into effect, and if so, whether the case may now be closed upon the records of the office." Under date of March 23d Mr. Jenison insists that "the restriction is not removed." On March 25th the following reply in reference to the case was received from Mr. Truesdale, general manager of the Chicago, Rock Island & Pacific:

CHICAGO, ILL., March 23, 1895.

W. W. Ainsworth, Esq., Secretary Iowa Railroad Commission, Des Moines, Iowa:

DEAR SIR—Your letter of the 15th instant, enclosing copy of complaint from Mr. Jenison, editor daily and weekly *Republican*, of Ottumwa, made on behalf of the people of that city and vicinity of the action of this company in insisting that the Wabash railway, which uses a portion of our line in running its trains between Ottumwa and Des Moines, shall not carry any Des Moines passengers thereon, duly received and noted.

Reply to this complaint has been delayed, owing to my almost continuous absence from the city since its receipt.

We have recently made a new contract with the Wabash company for the use of our line between Ottumwa and Harvey, one of the provisions of which is that they are permitted to carry passengers, under certain conditions, between Ottumwa and Des Moines.

This revised contract has but recently gone into effect, and it is possible that the Wabash company has not changed the instructions which they had in effect at the time the previous contract was in existence, and which prohibited their carrying any passengers between Ottumwa and Des Moines.

I have this day written to Vice-President and General Manager Hays, of the Wabash company, calling his attention to this complaint, and stating to him that we now have no objections to interpose to his company carrying passengers on their trains as the people of Ottumwa desire.

Trusting our action in this regard will meet the views of your board, as well as Mr. Jenison and the citizens of Ottumwa. I remain, Yours truly,

W. H. TRUESDALE,  
Vice-President and General Manager.



A copy of this reply was also forwarded to Mr. Jenison, and as it savored largely of a conciliatory spirit of adjustment he was requested to "state whether as a result of this new contract the restrictions to which you refer have been removed," and under date of April 1st Mr. Jenison says: "The restrictions to travel over the Wabash from this point have all been removed, and our people are entirely satisfied. In this connection the writer, on the part of the Ottumwa people, desires to thank the commissioners most sincerely for the prompt attention received and satisfactory results obtained," which may be considered as closing the case.

No. 26, 1895.

K. S. TASKER, ONSLOW,

V.

Demurrage and excess freight charges  
from erroneous weights.

CHICAGO &amp; NORTH-WESTERN RAILWAY.

The following letter of inquiry was received March 12, 1895:

Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Can a railroad charge the usual \$1 per car rental on cars when it is impossible to unload on account of bad weather? If such charges have been made can they be recovered where it has been charged on account of the railroad weight being in excess of the actual weight?

The Chicago & North-Western charged me excess charges to the amount of \$25 on several cars, the excess railroad weight being the cause. The rates were all right but weights were in excess of ours. Can you give sworn statement from weighmasters. An early reply will oblige

Yours truly,

(Signed)

H. S. TASKER.

In reply to the above the following was sent Mr. Tasker touching on the matter of his inquiry, and as at this date (June 23d) no further communication has been received the case will be considered closed without prejudice.

K. S. Tasker, Onslow, Iowa;

March 22, 1895.

DEAR SIR—Yours of 8th inst. in relation to demurrage and overcharges, has been received and submitted to the commissioners. I am directed to say in reply that in the commissioners' report for 1893, a copy of which is sent you under another cover, you will find on pages 22 and 23 a couple of cases in which questions somewhat similar to yours, upon the question of demurrage were answered by the commissioners. Of course there might be circumstances that would change the rule there stated, but they would be something out of the usual or common order of things.

As to your inquiry about excess charges caused by what you state to be excess weight, you do not give the facts or circumstances with sufficient particularity for the commissioners to determine or answer your question properly. As you are aware there is in most cases a proper minimum weight for a carload, and if the charge you complain of was made because your car did not load to the proper minimum, the charge might be legal or proper. If it was caused simply by the difference between your weights and that of the company, it would be a question of fact as to which was correct. The actual weight would govern whatever that is shown in fact to be.

Very respectfully yours,

By order of the board.

W. W. AINSWORTH,  
Secretary.

No. 27, 1895.

E. C. STEVENSON, ROCKWELL CITY,

V.

DES MOINES NORTHERN & WESTERN  
RAILWAY.

Discrimination in passenger fare.

On March 29, 1895, E. C. Stevenson, of Rockwell City, filed the following complaint:

Iowa Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—The Des Moines Northern & Western Railway company are discriminating in their passenger traffic noticeably between Jefferson and Des Moines. For instance: I can buy a ticket from Rockwell City to Des Moines for \$2.90; I can buy a ticket from Jefferson to Rockwell City for 90 cents, and a ticket from Jefferson to Des Moines for \$1.70, making a discrimination against us of 30 cents each way. It is the same old dodge that this company made several years ago, for which I filed complaint with you, and which they afterward corrected for a short time. They are doing this because they have no competition at Rockwell City, but have at Jefferson, and, as I understand the law, it is made your duty to stop this discrimination and to punish the railroad company. I hereby give you this information which can be verified by an investigation by you, and I will insist, as a citizen of Iowa, that this railroad company be forced to stop their unjust discrimination. I know of no reason why the people of Rockwell City and north of Jefferson should be required to pay more cents per mile than they do at Jefferson. The rule seems to be the other way, that the long haul gets the benefit of the short rate. Please look into this matter and see that it is corrected. If you need any further evidence upon this question notify me and I will produce it.

Yours truly,

E. C. STEVENSON.

The complaint was forwarded to F. C. Hubbell, vice-president and superintendent of respondent road, with the request that he give it attention and make reply, and under date of April 5th Mr. Tittemore, general agent, says:

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Answering your esteemed favor of the 30th ultimo to President Hubbell. I beg to say to you that the rate of fare for passengers from Jefferson to Des Moines by way of the Chicago & North-Western railroad, Grand Junction, and the Chicago, Rock Island & Pacific company is \$1.70, based upon the mileage which obtains via that line, or 96.5 miles, at 3 cents per mile.

This company's mileage, Jefferson to Des Moines, is 68.7 miles, and the fare would be \$2 per passenger if computed at the rate of 3 cents per mile. We are meeting the lower rate of fare from Jefferson to Des Moines which is made by the Chicago & North-Western line, or which obtains via that line and its connections. For a considerable length of time we maintained in force a rate of \$2, but the citizens of Jefferson complained so bitterly that our rate was higher than the other roads', and that by keeping in a higher rate we worked a hardship to them; and as in our opinion under the law, our action in reducing the rate could not possibly be tortured into a case of unjust discrimination, we were induced to make our rate the same as our competitor, and thus give the citizens of Jefferson and Des Moines the benefit of our facilities at equal rates with other companies.

This company denies that it has, or that it proposes to in any way, shape or manner, discriminate against Rockwell City as a locality, or against any of its citizens; it further states that at the present time it is giving the citizens of Rockwell City the advantage of an extraordinary service of two passenger trains each way daily, except Sunday, and it is doing this during these times of depression when to continue produces a loss in operating the road.

It further states that it is absolutely necessary, and we believe only fair, that the condition being made for us by the other line, that it is perfectly proper and in entire consonance with the spirit and the letter of the law, that we be permitted to make the same rates of fare from Jefferson to Des Moines as made by our competitors, and that in doing so no unjust discrimination obtains against Rockwell City as a locality or its citizens.

Under our interpretation of the law, much stress is laid upon the subject of discrimination. In every case the word "unjust" is coupled with the word "discrimination," which would seem to show clearly that under the law, by accepting the conditions made for us by

conditions outside of our control, and giving the benefit of our facilities at equal rates with other companies, cannot be considered unjust discrimination against any other locality; or, in fact, any discrimination whatever against another community where similar conditions and circumstances do not exist.

In concluding let me say that if this answer to the complaint is not clear, or if your honorable board desires any further information I shall consider myself at your command, and beg to remain, Your obedient servant,

J. N. TITTEMORE.

Following the above explanation of Mr. Tittmore a protest from the citizens of Jefferson and vicinity received April 9th, reads as follows:

#### PETITION.

To the Honorable Board of Railroad Commissioners, State of Iowa:

Whereas we hear that there is a complaint lodged against the Des Moines Northern & Western Railroad company with your honorable board of railroad commissioners of the state of Iowa, because they meet the rate of fare of the Chicago & North-Western Railway company between Jefferson and Des Moines, we, the undersigned citizens of Jefferson, ask your honorable board to give this question careful consideration, and request, if consistent, that you take no action against the Des Moines Northern & Western Railroad company that will militate against the interests of the citizens of Jefferson.

To compel the Des Moines Northern & Western Railroad company to charge a rate of fare per passenger in excess of the rate made by the stronger line between Jefferson and Des Moines, will cause the citizens of Jefferson, and other patrons of this road, great inconvenience and operate against them in many ways.

It is further contended by the citizens of Jefferson that to leave the situation as it is, does not have the effect of discriminating against any locality, or against any people.

This petition is respectfully submitted for your consideration.

HENRY HAAG,

Mayor;  
and 164 others.

The answer of respondent company and protest of citizens of Jefferson were sent Mr. Stevenson April 10th, in reply to which Mr. Stevenson says:

W. W. Atkinson, Esq., Des Moines, Iowa:

ROCKWELL CITY, Iowa, April 11, 1895.

DEAR SIR—Your favor of the 10th with copy of petition from citizens of Jefferson is received to the rates on the Des Moines Northern & Western Railroad company received. You did not enclose a copy of the answer of the railroad company as stated.

The people of Jefferson say "To compel the Des Moines Northern & Western Railroad company to charge a rate of fare per passenger in excess of the rate made by the stronger line between Jefferson and Des Moines, will cause the citizens of Jefferson and other patrons of the road great inconvenience, and operate against them in many ways." We are making no such claim as is stated by the Jefferson people. We are not asking the railroad company to charge a rate of fare in excess of the rate made by the Chicago & North-Western Railway company, but are asking the commissioners to require the railroad company to give us the same rate from Rockwell City to Des Moines as is given from Jefferson, in proportion to the number of miles traveled. This is what the law requires shall be done and this is what we insist the commissioners shall require the railroad company to do. If this railroad company wants to compete with the Chicago & North-Western at Jefferson we have no objections, and shall be very glad to see them do it, but why they should be permitted to discriminate, and give the people of Jefferson one rate and the people north of Jefferson another, is beyond our comprehension. This involves exactly the same question that I presented to the commissioners several years ago, and they required the company to cease discrimination. They quit, but only for a short time. They do the same thing in regard to freight rates and it would seem to me that the commissioners should investigate this matter and see that this discrimination is stopped, that being one of their duties prescribed by the statute.

Yours truly,

E. C. STEVENSON.

Under date of April 12th, Mr. Tittmore was furnished copy of this last letter of Mr. Stevenson, to which on May 13th he replies:

Further, with respect to your letter of April 12th relative to the complaint of Mr. E. C. Stevenson, of Rockwell City, for alleged discrimination in our passenger rates from Rockwell City to Des Moines as compared with the Jefferson rate.

I beg to state that this company has for the present decided to increase its rate of fare per passenger from Jefferson to Des Moines to \$2, which will leave the situation exactly as it was before the complaint was made by Mr. Stevenson, and which will probably be entirely satisfactory. Yours truly,

J. N. TITTEMORE,  
General Freight Agent.

By this it would seem that Mr. Stevenson's cause of complaint is removed and the case is closed.

No. 28, 1895.

BRAZIL COAL COMPANY BY CHAS. B. NIBLOCK, PRES., CHICAGO, ILL.,

V.

Coal rates.

CHICAGO, MILWAUKEE & ST. PAUL RAILWAY COMPANY.

April 3, 1895, Mr. C. B. Niblock, of Chicago, president of the Brazil Block Coal company, addressed this board as follows: "We herewith hand you a rate of freight made up by the Chicago, Milwaukee & St. Paul railway of \$2.45 per ton on soft coal from Rock Island or Davenport to Britt, Iowa. The distance from Davenport to Britt via Monticello and Jackson Junction is 250 miles, and under the Iowa distance tariff the rate should be \$1.40. Will you kindly take this up and see that we get justice in this matter?"

Complying with the request the complaint was sent to Mr. J. H. Hiland, general freight agent, to which the following reply was received:

CHICAGO, April 5, 1895.

W. W. Atkinson, Esq., Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Your favor of the 4th received, and am not sure that I quite understand the nature of your inquiry. However, will say that the rates Rock Island and Davenport to Britt named by Mr. Niblock were on interstate shipments of coal originating at Indiana mines controlled by the company he is president of.

Yours truly,

J. H. HILAND,  
General Freight Agent.

Upon the receipt of Mr. Hiland's reply the following was, on April 10th, sent President Niblock:

Enclosed please find copy of answer of General Freight Agent Hiland of the Chicago, Milwaukee & St. Paul Railway company, to your inquiry in relation to rates from Rock Island and Davenport to Britt, Iowa. You will observe that Mr. Hiland states that the rates quoted "were on interstate shipments of coal originating in Indiana mines controlled by the company he is president of." Please state the point of origin and destination of this coal shipment.

Which called from Mr. Niblock this reply:

Your favor of April 8th is at hand. The rates we are interested in are from Davenport to Britt, Iowa, and this certainly is not interstate business. The coal originates at Brazil, Ind., but we have a freight arrangement to Davenport, Iowa, and simply want the Chicago, Milwaukee & St. Paul rate from Davenport to Britt.

Trusting this will give you the information you desire, I remain, etc.

At this stage of the proceedings A. C. Bird, freight traffic manager, filed his version of the case, as follows:



CHICAGO, May 10, 1895.

Mr. W. F. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Your letter of April 26th to Mr. Hiland and previous correspondence was duly referred to me, but out of town engagements and press of business prevented an earlier reply. I was absent at the time of the original correspondence and am recently advised of the facts in the case. I think likely that the well known fact that the shipment in question was an interstate shipment may in some manner have misled our people in the quotation of the rate referred to; that they were governed by the belief that on interstate business we have the right to fix our rates and divisions with reference to the through rate, and that the division on interstate traffic could in no way be affected by the local rates of Iowa.

Yours truly,

A. C. BIRD,  
Freight Traffic Manager.

Mr. Bird's view of the case was submitted to Mr. Niblock, accompanied by the following letter:

DEAR SIR—In looking over the cases that have not been finally disposed of, the board find among others, yours in regard to whether state or interstate rates should apply on coal from outside the state and stopped at a point within the state, as per yours of April 13th. Enclosed please find copy of the last communication from the railway company on the subject. Please advise the commissioners whether this matter has been finally disposed of.

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

In reply to which Mr. Niblock says: "These shipments in Iowa have caused us so much trouble and expense that we have arranged to make shipments to Iowa points by other routes, and have decided to drop this matter. Thanking you very much for your kindness, I remain—"

This statement of Mr. Niblock's may be considered as closing the case.

No. 29, 1895.

J. W. CRITCHFIELD, LUCAS,

V.

Farm Crossing.

CHICAGO, BURLINGTON &amp; QUINCY RAILROAD.

Under date of April 4, 1895, Mr. J. W. Critchfield, of Lucas, addresses the following to the board:

I have been trying to get a crossing over the railroad to put in a crop and have notified the section boss and the agent, but have not got any satisfaction from the company and if the company has a right to cut a man off from his land I want to know it.

He was asked to more specifically state his case, in reply to which he again addressed the board, under date of May 17th, as follows:

Yours of the 7th \* \* \* I have to go one-third of a mile to get over the track and have to cross three different men's land, or the same the other way and cross two men's land and they have stopped me, and it is almost impossible for me to get through without a crossing. I will give the numbers of the land, also the shape of the road. The southeast quarter of section 22, township 72, range 23; also commencing at southeast corner of the northeast quarter of section 22, township 72, range 23. These are the numbers on the deed. There are about forty acres on the south side of the railroad, five or six on the north.

A copy of the above was forwarded to Mr. W. F. Merrill May 18th, with the request:

Will you have the kindness to give this matter your early attention and answer?

In reply to which, on June 8, Mr. M. says: "Referring to the complaint of Mr. J. W. Critchfield about a private crossing of our railroad in Lucas county: There was considerable difficulty in making the crossing, and it has taken some time to figure out how it could be done so it will be of any use to him and the least detriment to us. Arrangements have however finally been made, and on June 7th the following was received from Mr. Critchfield:"

LUCAS, June 5, 1895.

Railroad Commissioners:

GENTLEMEN—The private crossing that I wanted in my land has this day been put in good shape and is in every way satisfactory to me.

Which will close the case.

No. 30, 1895.

E. C. PALMER, JR., G. F. A. IOWA CENTRAL RAILWAY,

V.

Refusal to receive freight.

CHICAGO, ROCK ISLAND &amp; PACIFIC RAILWAY COMPANY.

Under date of April 11, 1895, Mr. E. C. Palmer, Jr., general freight agent of the Iowa Central railway, addressed this office as follows:

MARSHALLTOWN, Iowa, April 10, 1895.

Mr. W. F. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—From Wells, Minnesota, March 29th, car 876, loaded with flour consigned to Versteeg Brothers, Polk, Iowa: this car is now at Oskaloosa, having been received by our company from the Chicago, Milwaukee & St. Paul at Mason City. The Rock Island refuses to handle the shipment from Oskaloosa to Polk unless prepaid and transferred. They object to receiving Iowa distance tariff on the shipment, contrary to law as we understand it.

We are not responsible for car being routed as it was, nor is this routing in violation of existing arrangements so far as we know.

Will you take the matter up with the Chicago, Rock Island & Pacific at once, and see that they take the car forward without further delay? Both shipper and consignee are complaining. Kindly advise what you do. Yours truly,

E. C. PALMER, JR.

Upon the receipt of which the following was sent:

W. F. Truesdale, Vice-Pres. and Gen'l Manager C., R. I. &amp; P. Ry. Co., Chicago, Ill:

DEAR SIR—Enclosed please find copy of complaint from E. C. Palmer, Jr., general freight agent Iowa Central Railway company, bearing date of April 10th, alleging refusal on the part of your company to forward car of flour, etc., as is more specifically set out in the complaint, to which your attention and early reply are respectfully requested.

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

April 16th Mr. Truesdale submitted as a reply the following:

CHICAGO, Ill., April 15, 1895.

W. F. Ainsworth, Esq., Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Yours of the 11th instant, enclosing copy of complaint from Mr. Palmer, general freight agent of Iowa Central Railway company, duly received and noted.

You will observe, from the enclosed copy of letter from our assistant general freight agent, Mr. Gower, that the car in question went forward over our line on the 12th instant.

You will also observe, by the last paragraph of Mr. Gower's letter, that the Iowa Central is enforcing same rules, so far as business we seek to deliver to them is concerned, as they make complaint to you we are doing on business they deliver to us.

Truly yours,

W. H. TRUESDALE,  
Vice-President and General Manager.

W. H. Truesdale, Esq., General Manager, Building:

April 13, 1895.

DEAR SIR—Returning papers from Secretary Ainsworth, of the Iowa board of railroad commissioners, in regard to car 8736, claimed to have been refused by our agent at Oskaloosa. I would state that agents are reporting to us all shipments from Iowa Central, and when such shipments represent business that the Iowa Central should legitimately handle up to our junction same have been promptly received and forwarded. I cannot locate this particular car having been reported here, but you will note by telegram from agent, next attached, car was only tendered to us April 11th and went forward April 12th.

In this connection, would state that the Iowa Central has served notice on our agents at all junction points in Iowa that they will refuse to accept freight from our company unless charges are prepaid to destination and delivered to them in their own cars or at their own depot.

Yours truly,

H. GOWER,  
Assistant General Freight Agent.

Upon the receipt of the above, the following was sent Mr. Palmer:

April 16, 1895.

E. C. Palmer, Jr., General Freight Agent Iowa Central Railway Company, Marshalltown, Iowa:

DEAR SIR—Enclosed you will please find copy of communication of W. H. Truesdale, vice-president and general manager of the Chicago, Rock Island & Pacific Railway company, together with copy of letter to him from his assistant general freight agent, Mr. Gower, to which he refers. You will note that it is stated in the correspondence enclosed that "the car in question went forward over our line on the 12th instant."

Kindly advise the commissioners at once whether this matter is now adjusted to your satisfaction, or whether you desire to make further statements to the board in relation to the case.

Yours very respectfully,

W. W. AINSWORTH,  
Secretary.

By order of the board.

To which, April 18th, Mr. Palmer says:

Replying to yours of 16th, please accept thanks for your prompt action in regard to the car of flour for Pella. I enclose messages of 17th and 18th from our agent at Oskaloosa. The facts in this case are, that the car was tendered to the Rock Island on April 1st, and not on April 11th as stated in Mr. Gower's letter to Mr. Truesdale. However, the car went forward on April 12th, and since that time I have seen Mr. Gower, who will, I think, issue such rules as will prevent future complications of a like nature. \* \* \* I suggest that unless your attention is called to the matter again the subject be dropped.

For this reason, the differences seeming to have been adjusted, the case is closed.

No. 31, 1895.

J. H. LEMEN, COLFAX,

V.

Farm crossing.

CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY.

On April 15, 1895, Mr. J. H. Lemen, of Colfax, filed the following in the office of the commissioners:

Railroad Commissioners, Des Moines, Iowa:

COLFAX, IOWA, April 14, 1895.

GENTLEMEN—For some time I have been trying to get the officers and agent of the Chicago Rock Island & Pacific Railroad company to put a crossing in for my use over their right of way on my farm adjoining the town of Colfax. I own the land on both sides of the right of way and have to go a mile around to get to my work, which is a great inconvenience and loss of time. I ask of your honorable body to assist me in this matter and have the company put in a crossing for me without delay. I am respectfully yours.

J. H. LEMEN.

A copy of the complaint was forwarded to Mr. W. H. Truesdale, general manager of the Chicago, Rock Island & Pacific, with the request that he give it attention.

Under date of April 22d Mr. Lemen again addresses the board, urging immediate attention, saying: "I am needing the crossing every day." The same day this second complaint of Mr. Lemen's was received, Mr. McFarlin, superintendent of maintenance and construction, called at the office to explain the views of the defendants in the matter, and they were so widely diverse from the impression received from Mr. Lemen that, by agreement, a member of the board, accompanied by Superintendent McFarlin, visited the location on Wednesday, the 24th. Mr. Lemen met the parties at the train, and with them visited the location, explaining his wants, etc.

Upon an examination it was found that the line of the railroad entered Mr. Lemen's land at a point a few rods north of the southeast corner of said land, running a little south of west in such direction as to leave the land of Mr. Lemen at a point possibly thirty or forty rods west of the east line or place of entering, thus leaving a three-cornered piece of two acres or less on the south side of the right of way and about 200 on the north side. It is this small piece of land Mr. Lemen asks to have connected by "a crossing" with the balance of the 200 acres. There are no buildings on the farm, but the present renter is so located as to make a crossing at or near the place indicated a matter of great convenience. Near the west end of the small piece of land on south side of the track there is an open water way of sufficient height and width to permit the passage of teams. There is no stream of water through this way, but it seems to have been made to guard against excessive high water and consequent overflow. To solve the question in what seemed to the commissioner present a satisfactory manner and to avoid the danger to the public always attending the establishment of a grade crossing, it was suggested to Mr. Lemen that by his opening through his land a short water way, thus conveying out a few inches of water now standing under the bridge, he would have a first-class crossing and absolutely safe both to himself and the public. This suggestion seemed to meet the approval of Mr. Lemen as the wise thing to do, and Superintendent McFarlin intimated that, upon the completion of the ditch, should the passage way need it, he would drop some broken rock in to make the under way more solid; and this may be considered as closing the case much better for all parties than the establishment of an open crossing as prayed for.

No. 32, 1895.

JENNINGS BROS. AND BERNARD BROS.,  
MALCOM,

V.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-  
WAY.

Refusal to receive freight.

Under date of April 15, 1895, the following complaint was filed with the board.

MALCOM, IOWA, April 15, 1895.

Honorable Railroad Commissioners of Iowa, Des Moines:

GENTLEMEN—From some cause unknown to us the Chicago, Rock Island & Pacific railway refuse to receive freight from the Iowa Central railroad at Grinnell. Some time ago we had to send teams to Grinnell and haul our goods. We now have goods lying there and they have been there some time. The agent of the Iowa Central writes us that the Rock Island still



refuses them. We enclose his card. Is this refusal legal, and have they the right to refuse freight in this manner? An early reply will oblige.

Truly yours,

JENNINGS BROS.  
BERNARD BROS.

The card which the gentlemen enclose reads as follows:

GRINNELL, April 13, 1895.

JENNINGS BROS.—Freight still refused by Chicago, Rock Island & Pacific. We have on hand three boxes of clothing for your address, freight charges, 68 cents, weight, 300 pounds; also for Bernard Bros., from Marshall, six Zutter shoveling boards, freight 46 cents, weight, 230 pounds; for J. Kloss, from Oskaloosa, one box shoes, 25 cents, 100 pounds; for Bernard Bros., one rake, complete, freight, 64 cents, weight, 320 pounds. I make mention of the other freight thinking you can get a team to come and take the whole lot and get it done cheaper.

Ed. —  
Agent.

The complaint was immediately forwarded to General Manager W. H. Truesdale with the request:

Will you kindly give this matter your immediate attention and early reply?

In response to the request Mr. Truesdale files both of the following as explanation of the situation:

CHICAGO, Ill., April 23, 1895.

W. W. Ainsworth, Esq., Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to yours of the 19th instant, containing complaint from Messrs. Bernard Brothers, of Malcom, Iowa, would call your attention to the enclosed letter from our Mr. Gower stating that the freight in question has been received and forwarded to destination; also, that there was no absolute refusal of the shipment on the part of our agent.

I will say for your information and that of your honorable board, that we have been having some trouble in Iowa with the Iowa Central line by reason of the fact that they persist in cutting rates not only on interstate but state business when going to local points on our line, making reduced rates up to our junction points and turning the business over to us to be carried from there at the regular Iowa distance tariff rates. We have been protesting against this action on their part, but without avail; and finally, in order to stop it, had to instruct our people to require that the freight charges on shipments be prepaid and that they be delivered to us at our freight house or in our cars.

Our action in this regard had the effect of correcting the trouble we complained of, and I think it is now understood and arranged satisfactorily, so that shippers and consignee will have no further cause for complaint.

Mr. Gower in his letter herewith calls attention to a transaction which illustrates the difficulty we have had to contend with in this policy of our Iowa Central friends, and shows why we had to take the action we have in the matter.

Truly yours,

W. H. TRUESDALE,  
Vice-President and General Manager.

CHICAGO, April 22, 1895.

W. H. Truesdale, Esq., General Manager, Building:

DEAR SIR—Referring to your favor of the 16th, would state that the freight referred to in letter from Secretary Ainsworth next attached has been received and forwarded to destination. There was no absolute refusal of this shipment, but our agent simply declined to receipt for it pending advice from this office, which was promptly given on receipt of information as to origin and destination.

In this connection, as an illustration, I would call your attention to the shipment from Oskaloosa to Malcom. The Iowa Central distance Oskaloosa to Malcom via Grinnell, in connection with our line, is forty-one miles, and the combination of locals, first class, 33 cents per hundred; our distance Oskaloosa to Malcom, seventy-eight miles, 22.4 cents per hundred. It is a little strange that shippers would prefer to pay this difference for the privilege of shipping over the Iowa Central to a local point on our road.

Yours truly,

H. GOWER,  
Assistant General Freight Agent.

The plaintiffs in the case were furnished copies of the above and asked to "kindly advise this office at once whether the matter has been adjusted to your satisfaction." In reply to the above the parties reply as follows:

MALCOM, IOWA, May 7, 1895.

W. W. Ainsworth, Esq., Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—We have yours, with communication from Chicago, Rock Island & Pacific railway. Replying to same, would say the goods mentioned were shipped from Hampton, Iowa, and Marshalltown, Iowa. They were at Grinnell for a week, and were positively refused by the Chicago, Rock Island & Pacific people, and were never received and forwarded as they state in their letters, but were hauled by us by team from Grinnell to Malcom at a much greater expense than we should have been subject to. We have a store at Hampton, and are compelled to ship goods almost daily. We have since been using the express company, and have no knowledge that the embargo at Grinnell has been raised by the Rock Island people.

Truly yours,

JENNINGS BROS.,  
BERNARD BROS.

This last was sent Mr. Truesdale, the letter saying:

This latter communication is sent you for your information, and such further answer as the circumstances of the case may seem to you to warrant.

This brought from Messrs. Truesdale and Gower a further explanation, as follows:

Referring to your letter of the 15th instant, relative to a complaint made by certain parties of action of this company in declining to receive freight of Iowa Central company at Grinnell, and forward same to destination.

Please note enclosed from Mr. Gower, further explaining this matter and stating that our agent at Grinnell must have misunderstood our instructions relative to this matter, and that he has been fully advised to receive and forward shipments referred to.

Trusting Mr. Gower's explanation will be satisfactory, I remain truly yours,

W. H. TRUESDALE,  
Vice-President and General Manager.

The enclosure from Mr. Gower, to which Mr. Truesdale refers, reads as follows:

Returning letter from Secretary Ainsworth, of the Iowa board of railway commissioners, would state that my advice to you was based on instructions that had been given agent at Grinnell, which I supposed had been carried out. On March 28th agent Grinnell made statement of all freight held by Iowa Central destined to points on our road, and he was instructed to receive and forward all shipments shown on that statement, and report daily all other shipments offered. When these reports were received, agent was instructed to receive and forward. He appears to have no record of having been notified of these particular shipments, or having reported them to this office. If they were reported, he certainly was instructed to forward them, for, as I stated before, on March 28th we waived requiring of prepayment on shipments which the Iowa Central were legitimately entitled to haul to Grinnell for points on our road. Yours truly,

H. GOWER,  
Assistant General Freight Agent.

Copy of the above was sent plaintiffs, with the following suggestion:

Unless you are heard from to the contrary at an early date, it will be understood that the matter is now adjusted to your satisfaction, and the case will be closed on the records.

In reply, under date of May 22d, Jennings Bros. and Bernard Bros. say: "We think there will be no further trouble in this matter, and we desire to express our thanks to you for the prompt consideration you have given this matter and the results you have obtained."

This closes the case.

No. 33, 1895.

WESTERN WHITE BRONZE COMPANY,  
DES MOINES,

v.

CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY COMPANY.

Switching.

The following explanatory complaint is received and thus set out:

DES MOINES, IOWA, April 23, 1895.

Railroad Commissioners of the State of Iowa:

DEAR SIR:—The Western White Bronze Co., of this city, ordered a car of zinc from Pittsburgh, Kansas, to be delivered at Des Moines, Iowa, f. o. b. It was shipped over the Chicago Great Western to this city, and we ordered the same to be forwarded by the Chicago, Rock Island & Pacific railway to our works in South Des Moines, Iowa, which it refuses to do, because the car was not shipped over its line. Said Rock Island road having near our factory a track known as the old Winterset branch over which it has been bringing our cars for the past few years and never refused before. It first demanded that we should pay the charges and this we agreed to do. Now it refuses to receive the car at all, after further "consideration." We ask that you give this matter your consideration and see if railroads are used and operated for the benefit of the public, and if so assist us in getting the car aforesaid on the Rock Island railroad south of our factory.

WESTERN WHITE BRONZE CO.  
Per C. W. JOHNSTON.

Upon the receipt of the above Mr. J. R. Graham, Jr., division freight agent, was called up over the phone and requested to explain. In response, he asked that a copy of the complaint be sent him that he might take it up with the chief of their freight department, and report to the board the position taken by the defendant road, and under date of April 26th Mr. Graham says:

Referring to your letter of April 23d, enclosing complaint of the Western White Bronze company of our refusal to switch a car of zinc from the Chicago Great Western railway to a point on our abandoned Winterset branch. I referred this matter promptly to our general freight agent, J. M. Johnson, on its receipt, and he advises me by wire that our "switching arrangements at all points contemplate the movement of cars to and from what are termed 'industrial side tracks,' and at no point do we furnish team tracks for the use of other companies or switch their cars to our team tracks. The case referred to is a local movement and we are entitled to the Iowa distance tariff rate and, of course, will be glad to handle the car at the tariff rate." I notified you of this by telephone yesterday and now confirm it. We are willing to switch the car, but wish as compensation Iowa distance tariff rate for five miles.

Before the receipt of Mr. Graham's reply, on April 26th, in accordance with the custom of the board, and also with the request of railway officials, the case was taken up with Mr. W. H. Truesdale, general manager of the Chicago, Rock Island & Pacific, for his consideration and answer, to which, May 7th, Mr. Truesdale, after referring to some matters sustaining the position taken by the other officials, says:

"I trust our reasons may be satisfactory. So far as I know there is no railway company in the western country that permits the use of team tracks for unloading cars, transported by other roads over their line, and tendered by the latter to another road for the purpose of being switched to team track of the latter for unloading. It is not a proper request to make."

The position taken by Mr. Truesdale was reported by phone to the White Bronze company, which elicited the following reply that may be considered as closing the case:

On May 7th, the Western White Bronze company being called up by telephone and asked the status of the case, informed the commission that the Chicago Great Western Railway company had a track near their works, but little further away than the Rock Island, and that the car in question had been placed there. They thanked the commission for the interest taken in the matter and stated that the case could be closed.

No. 34, 1895.

W. W. DANNER, DES MOINES, FOR IOWA  
HOLINESS ASSOCIATION,

v.

IOWA LINES.

Unjust discrimination in excursion  
rates to camp meeting.

Under date of May 9th, Rev. W. W. Danner of Des Moines, asked the interference of the commissioners to aid him as agent of the Holiness Association in securing such excursion rates to their camp meeting to be held in Des Moines, as were granted to other parties under like circumstances. He filed correspondence had with Mr. B. D. Caldwell, chairman of Western Passenger Association, as evidence in the case that he was unable to secure what he considered just rates.

In the absence of the secretary the following was sent Mr. Caldwell, looking to adjustment:

May 9, 1895.

Mr. B. D. Caldwell, Chairman Western Lines Passenger Association, Chicago, Ill.:

DEAR SIR:—Rev. W. W. Danner, of this city, files a complaint of unjust discrimination in passenger excursion rates. He has filed some correspondence had with you in regard to the case. He is the same man representing the same people who filed the same kind of a complaint about a year ago, your action upon which is quite fully set out in our report for 1894 (copy of which is sent you under another cover) pages 225-226. Will you please refer to this and see if you can give them the same kind of relief. They ask for an early and favorable consideration so they may properly advertise their meeting, which is to occur June 7-17.

If you can consistently pursue the same course as you did last year it would be very satisfactory to all parties interested and probably more remunerative to the carriers.

GEO. W. PERKINS,  
Commissioner.

In reply to the above Mr. Caldwell says:

May 13.

Under our rules, as has been previously explained to your board, questions of this kind are determined by the unanimous vote of all the lines interested. The original proposition that was submitted failed to secure the necessary unanimous assent and hence was negatived, under the rules. It appears, however, that the reason for this was that there were some unusual conditions as to the length of time for sale of tickets, the meeting covering such an extended period of time. In the meantime, however, we are pleased to say that a new proposition, with changed conditions as to dates of sale, etc., and which are usually applied to meetings of this character, has been resubmitted to the association at the request of a member and is now being voted upon.

Copy of Mr. Caldwell's reply was forwarded to Mr. Danner, with the request: "Will you kindly advise this office when this matter is adjusted to your satisfaction?"

On May 27th Mr. Danner called at the office and filed a letter from Mr. Caldwell, in which he granted the rate asked for, which may be considered as closing the case.

No. 35, 1895.

J. W. PECK, TRURO,

v.

DES MOINES &amp; KANSAS CITY RAILWAY.

Farm crossing.

J. W. Peck, of Truro, under date of May 24, 1895, addressed a letter to this office detailing his trouble in getting his cattle across the right of way of the defendant railway, and asking how he could get relief. He was furnished with a copy of the laws of Iowa relating to railroads, and his especial attention called



to section 1936, the same bearing directly on the matter of farm crossings. He was also advised that "his application to the railroad company direct might result in an amicable adjustment of the difficulty." In reply to the foregoing Mr. Peek filed the following:

TRURO, Iowa, June, 1895.

To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I hereby make application for cattle guards at my private crossing on the Des Moines & Kansas City railway, having failed to get them by applying direct to Theodore C. Sherwood, and his reply I enclose. Also plat of farm especially showing location of crossing and arrangement of lane and location of pasture. It requires three persons to transfer stock to and from pasture twice per day, beside the increased risk of injuring stock. The nearest guard is more than one-fourth of a mile south and the nearest one north is more than three-fourths of a mile from said crossing.

J. W. PECK.

The plat and the reply of Mr. Sherwood were enclosed as stated but are omitted as unimportant.

Mr. Sherwood, superintendent of the Des Moines & Kansas City railway was furnished a copy of Mr. Peck's last and requested to "kindly send such answer as you may desire to file with the board at your early convenience," to which, June 12th, Mr. Sherwood says: "I am going south to-morrow, the 13th, and will look the situation over and make further answer upon my return." And under date of June 15th he further says: "Referring further to the matter of the application of J. W. Peck for a cattle guard crossing on his place near that point, will say, that yesterday when going south I looked the situation over, also saw Mr. Peck and have to-day issued instructions to our roadmaster to put in the wing fences and cattle guards at his earliest convenience."

This seeming to comply in full with the request of Mr. Peck the case is closed.

No. 36, 1895.

F. M. CAMPBELL & Co., RANDOLPH,

V.

CHICAGO, BURLINGTON & QUINCY RAILROAD Co.

Filed June 5, 1895.

Excessive freight charges.

RANDOLPH, Iowa, June 2, 1895.

Honorable Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—On May 29, 1895, we shipped two cars corn from McPaul, Iowa, on Kansas City, St. Joseph & Council Bluffs railroad, a Burlington route leased line. Please note herewith expense bill showing a rate of 9.84 cents per cwt., viz: the sum of two locals. The rate from here is 6.87 cents per cwt., and difference in distance is twenty-eight miles, 2.97 cents per cwt. We think we are entitled to through billing on this at rate of twenty-eight miles more than Randolph. Will you please answer this and advise on this rate.

Yours truly,

F. M. CAMPBELL & Co.

Upon receipt of the above the following reply was directed:

June 7, 1895.

F. M. Campbell & Co., Randolph, Iowa:

GENTLEMEN—Yours of the 2d instant, in which you complain of the rate from McPaul to Murray, 9.84 (the sum of the locals), as compared with the rate of 6.87, Randolph to Murray, the former being twenty-eight miles greater distance than the latter, has been received and noted. I am directed to inquire whether you have made a request for the through billing which you speak of, if so, to whom, with what result? If you have correspondence on file bearing upon the subject it might be well in your reply to send same, all papers being held subject to your order. If you have not done this, the board suggests that you take the matter up with the

general manager of the Chicago, Burlington & Quincy, Mr. W. F. Merrill, at Chicago or with Mr. W. C. Brown, general manager Kansas City, St. Joseph & Council Bluffs, at St. Joseph, Mo. Failing to reach an adjustment which you think is equitable, the attention of this office can again be brought to the matter.

Very respectfully yours,

By order of the board.

W. W. AINSWORTH,  
Secretary.

In reply to the above Campbell & Co., on June 18th, filed Agent W. J. Davenport's letter of May 31st, saying: "Under no circumstances do we make joint rates in Iowa." This movement seeming to call for direct action by the board the following letter was directed to W. F. Merrill:

June 20, 1895.

W. F. Merrill, General Manager Chicago, Burlington & Quincy Railroad Company, Chicago, Ill.:

DEAR SIR—You will recollect that a few days since you were informally advised that F. M. Campbell & Co., of Randolph, had made complaint on account of being charged two locals on shipment of corn over your own and proprietary lines, and that for the mutual interests of parties, complaint and respondent, an opportunity had been given for adjustment before the case was formally taken up in this office. Complaint has again addressed the board in the matter, enclosing letter from your Mr. Davenport, as follows:

"CHICAGO, BURLINGTON & QUINCY RAILROAD,  
COUNCIL BLUFFS, May 31, 1895."

F. M. Campbell & Co., Randolph, Iowa:

GENTLEMEN—I am in receipt of your favor of the 20th inst. about difference in the rates from McPaul and Randolph to Murray. From Randolph you pay only one local rate while from McPaul there are two local rates. Under no circumstances do we make joint rates in Iowa, therefore it will not be possible for us to do anything in way of a reduction on shipment from McPaul.

Yours truly,

W. J. DAVENPORT.

Will you have the kindness to state whether you prefer to act upon the suggestion in the beginning of this letter, or to have the matter taken up in a formal way?

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

To which Mr. Merrill immediately replied, saying: "I will have the matter taken up;" and it is safely presumed he did, for under date of July 13, 1895, Campbell & Co. say: "The matter has been satisfactorily adjusted by the railroad people;" which closes the case.

No. 37, 1895.

P. H. FRANCIS, CEDAR RAPIDS.

Highway crossing.

The following question was submitted to the board June 5, 1895, by Mr. P. H. Francis, of Cedar Rapids, and is published for general information:

Does the railway company work a public road where it crosses the right of way the full width of the latter?

Following is the reply:

June 18, 1895.

DEAR SIR—Yours of the 5th inst., asking the following question, "Does the railway company work a public road where it crosses the right of way the full width of the latter?" has been submitted to the commissioners. A somewhat similar question was submitted to the board in November, 1893, by C. D. Luther, of Maricao, Iowa, and the answer is set out in the report of the commission for the year 1893, pages 245 and 246, a copy of which is sent you under another cover. By reference to that you will see that, in the opinion of the commissioners, it is the duty of the railway company to do whatever is necessary to make a proper and safe crossing over their track or tracks, which includes the grading for the necessary approaches to the crossings. Beyond that, whether inside or outside of the right of way of the company, the proper highway authorities should work the highway the same as upon any other part of the highway not upon the right of way of any railroad.

No. 38, 1895,  
WINONA & WESTERN RAILWAY CO.

V.

Petition to take up track near Osage.

CITY OF OSAGE.

June 21, 1895, the following was filed in this office:

WINONA & WESTERN RAILWAY COMPANY.  
GENERAL OFFICES.

WINONA, MINN., June 20, 1895.

To the Honorable the Railroad Commission, Des Moines, Iowa:

GENTLEMEN—For the Winona & Western Railway company, I wish to make application to take up temporarily and use elsewhere on the line of our road the rails upon its railway now laid between the city of Osage and Cedar river, a distance of about a mile and one-quarter. The company is not using this portion of its track at the present time. Nobody will be discommoded. The company is altering its line in Minnesota, at the head of Bear creek, in Winona county, between Bear Creek and Altura stations, a distance of about two miles. It is changing its line at this point to a new route about 600 feet south of the present line operated. We wish to continue the operation of the old line until the new line is completed, and to save time we wish to lay the ties and rails upon the new line as fast as we construct, so as to open the operation upon the new line when it is completed, and we wish to use the rails on the track between Osage and Cedar river upon the new line that we are changing to at Bear creek. We have enough of rails with these to complete the track upon the new line where we are making the change. As soon as the new line is put in operation, we will, without delay, replace the rails between Osage and Cedar river with the rails we take up from the line now operated.

The Winona & Western Railway company expects to extend its railway in your state from Cedar river, west of Osage, the present season, and we will replace the rails just as soon as it is possible to do so.

We thought it only proper to make this application to your honorable body, and will give any guaranty the commissioners may require that we will replace the rails taken up within sixty or ninety days and just as soon as we can cease operating the old line. I may add that we will make the replacement with the same class of rails which is now laid and which we ask to take up.

Please advise me of your action in this matter as soon as possible, as we wish to begin laying the rails upon our new route at Bear creek at once.

Yours respectfully,

THOMAS SIMPSON,  
Secretary W. & W. Railway Company.

As the request seemed to demand immediate attention the commissioners set Friday, June 28th, as the day to visit Osage and hear the necessity of the company presented and the objection, if any was had, of the citizens of Osage to the granting of the request.

The meeting was held as per appointment. The officers of the defendant company were represented by Mr. Simpson, and Mr. Annis, the mayor, and several interested citizens looked after the interests of the city.

The explanation of Mr. Simpson was that the "financial depression" and "shortness of funds" was the only reason why they asked the privilege of temporarily removing the rails and he also gave all assurance that every foot of rail should be returned and relaid before the close of the year. The citizens made as their objection to the removal the point that this piece of spur track had been built by a special tax on the community for a special purpose and that the removal of the track was a breaking of the pledge which to them was of vital importance.

As all parties seemed to want only what was fair, if fairness could be mutually seen, the commissioners suggested a mutual conference of the parties in hopes of a satisfactory solution. With this suggestion the case rested until July 9th when Mr. Simpson was asked, "will you kindly advise at an early convenience of the

result of your conference with the citizens?" As the result of the inquiry Mr. Simpson says:

WINONA, MINN., July 11, 1895.

W. W. Attenworth, Secretary of the Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I am just now in receipt of your esteemed favor of the 9th, and in reply say that nothing came of the conference with the citizens of Osage in regard to the temporary removal of some of the iron upon the railway on our track west of the city of Osage.

The citizens did not seem to understand just what the railway company desired to do in reference to that matter. The few that met with the commissioners when they were at Osage I think regretted their hasty action in objecting to permission being given the company to use the iron from the track near Cedar river for a few days. I am not now sure that we will need any of these rails, or at the most we may need but very few. All we desired was, if we did need them, to have permission to take these rails without being annoyed by persons who are always ready to take the alarm at anything a railway company might wish to do, even with their own property. Yours truly,

THOMAS SIMPSON.

And as further inquiry from Mayor Annis conveyed about the same information the case may be considered closed.

No. 39, 1895.

L. MITCHELL, BLAIRSBURG,

V.

Drainage and overflow.

ILLINOIS CENTRAL RAILROAD COMPANY.

June 12, 1895, L. Mitchell, of Blairsburg, addressed the following communication to the board:

DEAR SIR—I have a grievance against the Illinois Central Railroad company which I wish to present to you for your consideration, as follows: I have some land adjoining their right of way here that I wish to tile and want them to give me an outlet across their road or along the track to a lower place, where they have a large sewer; have asked them to give me an outlet, but they do not give me any satisfaction. Please write me what you can do for me.

A copy of same was forwarded to J. T. Harahan, vice-president, with the request that he give it attention, and, under date of June 20th, he says: "I will have this matter looked into at once," and July 9th he says:

DEAR SIR—Referring to your favor, 19th ult., concerning complaint of Mr. L. Mitchell, of Blairsburg, I have had this matter looked into and find Mr. Mitchell owns a farm which is entirely on the north side of our right of way, near Blairsburg. There is a public highway on the south side of our right of way. We have an iron pipe under our track at a point about 300 feet west of where his tilling would strike our right of way. He has asked us to dig a ditch, or lay tiling on our right of way, from the point where his tilling will reach it, to the iron pipe mentioned above.

While there is no reason why he should not lay this tiling, or dig a ditch on his own land to the point desired; we have no objection to his doing so on our right of way, under the supervision of our roadmaster, at his own expense. Yours truly,

J. T. HARAHAN,  
Second Vice-President.

Mr. Mitchell was furnished copy of Mr. Harahan's reply, and he was requested to "please advise the commissioners by return mail whether this proposition made by Mr. Harahan will be satisfactory to you and whether the case can consequently be closed upon the records of this office;" and following is what he "advises:"

Yours of the 11th inst. received together with copy of letter from Mr. Harahan, second vice-president Illinois Central Railroad company. He seems to think that I could tile through to where they have a sewer across the track. I think they are as able to tile their road as I am. The natural outlet is across their right of way, but they can tile down to where they have a sewer cheaper than to put a sewer across the track. I have an open ditch to the



right of way of the railroad company where they have a sewer across the railroad track and want them to open the sewer across the right of way. The railroad company have so much red tape about such business that it costs as much to get ready to do it as it would cost to do the work in the first place. I do not think there is any law that will give them the right to block the natural course of water. \* \* \* I have had my tile on the ground since early this spring and have waited about long enough on them. I understand it is the duty of the state railroad commissioners to see to such matters, and would like to have them attend to it at once. Yours truly,

L. MITCHELL.

This was submitted to Mr. Harahan for his consideration, and under date of August 2d, with an accompanying sketch of the grounds, he files the following:

DEAR SIR:—Referring to your favor of the 13th ult., concerning complaint of Mr. L. Mitchell, of Blairsburg. Superintendent Harriman met Mr. Mitchell at Blairsburg on the 1st ult., and went over the ground with him.

The situation is about as shown on the attached sketch. Mr. Mitchell claims that the natural waterway crosses our track at the point marked "A." We have a small wooden box culvert under our track at this point, which is located at the natural surface of the ground. This box culvert does not drain the slough marked "B," for the reason that the slough is lower than the surface of the ground adjoining our track on the north or south.

You will note we have a large iron pipe under our track 300 feet south of the slough marked "B," and we advised in our letter of the 9th ult., that while there was no reason why Mr. Mitchell should not lay tiling or dig a ditch on his own land to a point opposite this pipe, we had no objection to his doing so on our right of way, under the supervision of our roadmaster, at his own expense. We would, of course, ask him to sign the usual contract covering this privilege.

Superintendent Harriman told Mr. Mitchell while on the ground on the 1st ult., that this company could not lay the tiling or open the ditch from "C" to "B," and Mr. Mitchell said he would stop his tile on our north right of way line, and let the water empty on our right of way. The box culvert "A" will take care of the water when it rises to the level of the ground adjoining our tracks.

As stated in my letter of 9th ult., Mr. Mitchell's farm is located entirely on the north side of our right of way, and there is a public highway on the south side of the right of way.

We have treated him fairly and done all we could for him in this matter.

Yours truly,

J. T. HARAHAN,  
Second Vice-President.

The matter here rested till September 25th, when Mr. Mitchell was requested to advise the board as to the status of his case, to which he replied that he was not well satisfied, and invoked the presence of the board in a personal examination, and in response to his request a member of the board visited the locality October 8th, when he was met by Mr. Mitchell and the officers of the respondent company. After a thorough examination it was found that the railway had originally been built across the side of a round, sunken spot, such as is common in that country, the center of which is crossed by the limits of the right of way, one-half being on the right of way and one-half on the lands of complainant. This sunken place is one of a series of such in line with it on complainant's farm. Those he has this season tilled out across his own land in such manner that it is to be expected will carry off the surplus water and remove all complaint, and consequently closing the case—with the suggestion, however, to the parties, that should it not do so the complainant may again come before the commission without prejudice.

No. 40, 1895.

HARRY HARRISON ET AL., FORT MADISON,

V.

ATCHISON, TOPEKA & SANTA FE RAILWAY.

*Neglect of bridgemen at Ft. Madison.*

On June 13, 1895, the following communication was received by Governor Jackson, and by him on the same day referred to the railroad commissioners for consideration:

FORT MADISON, June 12, 1895.

MR. FRANK D. JACKSON, Governor, Des Moines, Iowa:

DEAR SIR:—We would like to call your attention to the way the Mississippi river railroad bridge at Ft. Madison is being run. On the 17th day of May the old engineer, who was on there for over six years, was discharged. Mr. Morgan, the bridge foreman, and Mr. Heggule, the superintendent, formed a conspiracy to get him out because he was not a drinking man, and did not stand in their ring. He was a good, competent man, and always did his work right, and there was never any trouble in regard to either boats or trains. They put Albert Whitmore in his place, and he is a very heavy drinker, and his foreman, Jas. Cubbs, too; and there has been nothing but trouble and smashups ever since they discharged their old man they had. It is not safe any more for either trains, teams or passengers to cross. There have been bicycles come near going in the river; also teams, and we think it ought to be looked into before some one gets killed. Some of the citizens here informed the officials of the Santa Fe road, but they don't seem to take any interest in it. Mr. Jas. E. Wynans, the old engineer, has written to them, asking them to explain why he was discharged, but they won't tell him what it was for; so we would like to have you investigate this matter and have the old engineer reinstated if possible, and then everything can go in safety again and there will be no danger. There are some of the boats that were held from twenty minutes to one hour. Steamers Sam Atter, J. C. Atlee, Pittsburg, Abner Gale and Everett, and a sail boat, smashed up against the bridge when the men were both drunk one afternoon and could not open the draw. We remain yours respectfully,

HARRY HARRISON,  
CHAS. HARRIS,  
JOHN STEWART,  
CHAS. STEWART.

Respectfully referred to the honorable board of railroad commissioners.

FRANK D. JACKSON.

The case was taken up with Mr. J. J. Frey, general manager of the Atchison, Topeka & Santa Fe Railway Co., they being the owners and users of the bridge in question, to which under date of July 2, 1895, Mr. Frey replies as follows:

TOPEKA, KAN., July 2, 1895.

Complaint against bridgemen, Ft. Madison.

W. W. Ainsworth, Esq., Secretary Iowa State Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR:—I duly received your letter of June 15th, enclosing copy of complaint signed by Harry Harrison and others, with reference to the alleged incompetency of our bridge engineer at Ft. Madison, and have made same the basis for careful investigation with the result that I find the complaint wholly groundless, and I am satisfied that investigation on your part would show that the parties making the complaint have signed fictitious names to same. We some time since received a similar communication from parties residing at East Ft. Madison, and our investigation showed that no such persons as those signing the complaint lived in that vicinity. In this case I find that the postmaster at Ft. Madison has a letter on hand from the executive office at Des Moines addressed to Harry Harrison, which has been in the office for two weeks and still uncalled for.

I am satisfied these complaints are instigated by our former engineer of the bridge, Mr. Wynans, who was discharged for incompetency. None of the parties signing this letter can be found in the Ft. Madison directory, and the tenor of the letter itself is enough to mark it as an effort of some party or parties who have a grievance against our present engineer to make him trouble and possibly deprive him of his position. This man does not have the reputation of a drinking man and we do not find that there has been any drinking on the bridge. There have been no accidents and no reason why there should be. The only trouble with the bridge

was when a pinion wheel was broken about three weeks ago, which caused some delay to trains and teams while it was being fixed, but while the work was being done the draw was open so there was no delay to boats. Also at the time we were rebuilding the east approach to the bridge there was necessarily some little delay in the crossing of teams, but the matter was thoroughly understood by all of our patrons and no complaints were made, and no unnecessary delays were encountered.

I think if you go into the matter you will find the complaint is not worthy of consideration.

Yours truly,

J. J. FREY,  
General Manager.

Copy of Mr. Frey's answer was directed to the complainants at Fort Madison, and, not being called for, was returned to this office, which would go to confirm the opinion of Mr. Frey as expressed in his answer, and the case is closed.

No. 41, 1895.

TH. VON ROLF, WEST UNION,

V.

Excursion tickets (failure to honor).

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY.

Under date of June 19, 1895, Mr. Th. von Rolf, of West Union, filed the following complaint:

Honorable Railway Commissioners, Des Moines, Iowa:

GENTLEMEN—Would you have the goodness to inform me if a railway company can charge an excursion rate of one and one-third fare, then leave about seventeen people behind and finally agree to take them to the destination by paying another full fare and surrender the excursion ticket? In other words, the Burlington, Cedar Rapids & Northern charges us \$1 from West Union to Oelwein and return, and then takes up the ticket, compelling us to pay 73 cents for a regular fare ticket, making a rate of \$1.73, when the regular fare, there and return, is but \$1.46. I beg to enclose ticket sold us. Furthermore state if it is the duty of an excursion train to pull up to the platform for the embarkation of passengers.

Respectfully,

TH. VON ROLF.

Mr. von Rolf was asked on June 20th to furnish more specific information, to which he replied as follows:

WEST UNION, IOWA, June 22, 1895.

W. W. Ainsworth, Esq., Secretary, Des Moines, Iowa:

DEAR SIR—Your favor of the 20th inst., failure of the Burlington, Cedar Rapids & Northern Railroad company to carry out the tenor of its contract. In reply, beg to enclose letter from Mr. Marton. Tickets were bought on the 18th and refused on the 18th for return passage; the reasons given were that they had to run the train after us from West Union to Oelwein after they had left us there, but not having the train at the platform; had it been there no one would have missed the train, because part of the people went to the train as it stood on the street crossing, while the rest of them were at the platform when train pulled out. The station agent at Oelwein declared that he could not accept tickets for return fare the next day, or that the company would not honor them; if that could have been done we would have deferred going until then. Even the tickets on the face read "void after June 18th." I have asked to have extra fare refunded, but the general passenger agent refused it. Thanking you for an early reply, I remain, Yours respectfully,

TH. VON ROLF.

A copy of the foregoing correspondence was forwarded to Mr. C. J. Ives, president of defendant road with the request that he give it early attention, to which under date of July 8th Mr. Ives says:

Mr. W. W. Ainsworth, Secretary Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIR—I have yours of July 6th, enclosing a copy of correspondence with Mr. Th. von Rolf of West Union, and in answer to the complaint of Mr. von Rolf would say, that a rate of

a fare and one-third for the round trip from West Union to Oelwein was made upon his application, and with the distinct understanding that the train should not be held later than, I think 4:30 P. M., returning from Oelwein to West Union. The train was, however, held nearly an hour later than that, and a portion of the excursionists returned on the train, but the rest of them defied the conductor to go off and leave them. It was imperative that the coach on this train should not be held longer, as it had to be returned from West Union on our No. 52 in order to enable us to furnish coaches for an excursion we had arranged for next day.

After the train had reached West Union an urgent message was received from Mr. von Rolf as to what could be done for the people who had been left at Oelwein, which he represented was a large number. Mr. Marton arranged for this train to run to Oelwein specially for a certified and agreed rate per ticket, which was done, but found only seventeen people for the return trip.

We did all that we agreed to do and a great deal more, as we held the train nearly an hour longer than we agreed and then run a special back to Oelwein to accommodate those who might have taken the train if they had been so minded, and by endeavoring to accommodate them, discommodated passengers between West Union and Decorah; so that we think instead of Mr. von Rolf and his party being the aggrieved ones, that we are the ones who have good grounds for complaint. We did all we agreed to and more, and the fault of some of his party in refusing to take the train when it was ready was the only cause for the trouble.

Trusting this explanation may be entirely satisfactory, I am,

Yours truly,

C. J. IVES,  
President.

Mr. von Rolf was furnished with a copy of Mr. Ives' reply, with the request, "If you have any further statement to lay before the board in this matter, kindly forward at once." August 26th, nothing having been heard from Mr. von Rolf, it must be presumed Mr. Ives' answer is a conclusive argument, and the case is closed.

No. 42, 1895.

H. C. SHELDON, TINGLEY,

V.

Overcharge on sheep.

CHICAGO, BURLINGTON & QUINCY AND  
HUMESTON & SHENANDOAH RAIL-  
WAYS.

Here is his complaint:

TINGLEY, IOWA, June 27, 1895.

Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—On February 15, 1895, I shipped one car of sheep from Tingley, Iowa, to Chicago, via the Humeston & Shenandoah and C. & B. Q. railroads. Their rates from Tingley to Chicago for the kind of car I used are 35 cents per hundred, and bill at 12,000 pounds. I had 11,500 pounds, but being lambs and heavy wool we could not get them in without danger of loss, and with the agent's permission I made a double deck in one end of the car, and put about 2,000 pounds on it, leaving about 9,500 pounds below. They have no double deck cars here, nor do they furnish any, nor do they have rates for them. When our bill of sale came we were charged with \$56.75 freight, of which \$2 was terminal charges, leaving \$54.75 for freight, or an overcharge of \$58.75. I showed the bill to Mr. Nelson, freight agent of the Humeston & Shenandoah, and he said he would see that I got the overcharge back immediately, but I have got nothing as yet, nor will he answer my letters of late.

Have you any jurisdiction over this matter, and in your opinion have I a right to the overcharge? If so, will you look the matter up?

They have all the papers of mine pertaining to the case, the bill of sale from my commission firm showing the yard weight; also a copy of the railroad scale weight in Chicago (which is 11,600), copy of billing and contract. All the papers I have is a copy of sale bill, showing yard weight. Please let me hear from you. Respectfully,

H. C. SHELDON.



The following letter was sent Mr. Sheldon as indicating an amicable desire to adjust a difficulty of that kind:

June 29, 1895.

H. C. Sheldon, Ypsilanti, Iowa:

DEAR SIR—Yours of the 27th inst., stating that there had been in your judgment an overcharge of \$28.75 on shipment of your car of sheep to Chicago, has been received.

This is purely an interstate case and outside of the jurisdiction of this commission. This office has found, however, that the officials are usually very courteous in correcting errors when they find them to exist when their attention has been called to such cases. If a reasonable time has elapsed since you applied to Mr. Nelson, of the Humeston & Shenandoah, and you have received no reply, it is suggested that you address W. F. Merrill, general manager Chicago, Burlington & Quincy Railroad company, Chicago, setting forth all the facts, and in my judgment you will find him ready to correct errors if any have been made.

Failing to arrive at an amicable adjustment in this way, which is always preferable in case it can be done, and you will so inform the commissioners, they will call the attention of the interested companies to the matter. Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

W. F. Merrill, general manager, was advised of the claim and the position taken by the board in the case, and under date of August 2d, Mr. Merrill says: "I have looked into the matter and find the claim was settled some little while ago." As is the custom in this office, Mr. Sheldon was asked if his case could now be closed, and under date of August 26th he replies: "The Humeston & Shenandoah and Chicago, Burlington & Quincy railroads have settled with me satisfactorily," which will close the case.

No. 43, 1895.

H. ECKSTEIN & C. MADSON CRESCO, BY  
JOHN MCCOOK, ATTORNEY,

V.

Farm crossing.

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY.

On July 3, 1895, Attorney McCook, of Cresco, made the following complaint to the board:

Cresco, Iowa, July 1, 1895.

Hon. W. W. Ainsworth, Secretary, Des Moines, Iowa:

DEAR SIR—Herman Eckstein and his sons own the northeast quarter, the southwest quarter and the west half of the southeast quarter, section 7, township 100, range 12, Howard county, Iowa, and the Chicago, Milwaukee & St. Paul Railway company crosses the south half of said section from east to west, substantially as shown by the accompanying plat. There is also a highway crossing said premises, and nearly south, lying south of the railway track and south also of the real fence of these parties. The whole premises are used together as a farm. And north of the railway is pasture and work land with a river cutting through it, as shown, and with no highway accessible to these parties except the one marked. The railway company maintains across their track and near the residence of Mr. Eckstein a closed crossing which is wholly inadequate for the purposes intended, and there is nowhere on the premises an open crossing for these parties to use. They keep a large amount of stock and use their entire farm for agricultural purposes and for pasture, excepting that there is some timber, both north and south of the road, and that lying north can only be removed to the residence through the crossing before mentioned. The railway company occupying are the successors to the McGregor & Western Railway company who held the right of way deed to the premises conveying an easement only to their use. In this deed is a condition that the railroad company is to build all necessary crossings and cattle guards, but no open crossing has ever been furnished, and all attempts to get the company to build have failed, although they have repeatedly promised Mr. Eckstein a sufficient crossing for his use, made open and with proper cattle guards. And I take the view under the court's opinion in *Stolt v. Mason*

*City & Ft. Dodge Railway Company*, reported in 32 Northwestern reporter, page 406, that the board of railroad commissioners have authority to make the necessary order for a sufficient crossing and to investigate the reasonableness of Mr. Eckstein's request. And we therefore submit the controversy to said board asking for such action as they may deem right.

Another land owner, a Mr. Christian Madson, owns and occupies the northwest quarter of said section, and the only highway accessible to him is the one before mentioned, and his only means of reaching the same is through a closed crossing on the west line of said section, and he also requests that his rights be investigated in the matter, as to whether he should have other or adequate outlet across the railway track and on the highway.

Very truly yours,

JOHN MCCOOK.

A copy of Mr. McCook's communication was on July 3d, forwarded to Mr. A. J. Earling, general manager defendant road, with the request, "please make an early investigation and file an answer with the board."

On July 17th Mr. Earling says:

I have to say that an open crossing on the Eckstein farm has just been completed, and although the law does not require it, we shall probably give Mr. Madson a similar crossing.

This information was furnished Mr. McCook and he was asked to

Please advise this office at once whether the matters complained of are now adjusted, that the case may be closed upon the records of the board.

And July 20th Mr. McCook says: "It is true an open crossing has been furnished Mr. Eckstein. We were willing to wait a reasonable time for Mr. Madson's crossing, but will ask you not to close the matter upon your records, as we desire to press the same for final consideration by the board should the company fail to comply with their partial promise." Here the case rested till September 27th, when Mr. McCook was asked to "please advise the commission whether this case is sufficiently advanced so that it can be closed, and under date of October 2d, Mr. McCook says: "Both of these crossings are now put in by the railroad company, and are satisfactory to the parties applying therefor; you can therefore close the case upon the records of the board with thanks for the prompt and satisfactory attention given these matters," which closes the case.

No. 44, 1895.

J. H. DARBY, BELMONT,

V.

MASON CITY & FORT DODGE RAILROAD,  
ET AL.

Excessive freight charges.

Under date of July 8, 1895, J. H. Darby, of Belmont, filed the following:

DEAR SIR—I herewith enclose you a statement of freight paid on a car load of hogs shipped from Carbon Junction to Belmont and, as the freight is so excessive, I think that there is an error somewhere to the extent of about \$30. Now, if possible, I wish you would look this matter up and get the rebate if possible, or you may please let me know, if you can, how I may proceed to get satisfaction.

C. C. Burdick, general manager of respondent road, was furnished a copy of Mr. Darby's complaint and requested to reply, to which he says:

Referring to your communication of July 18th, calling our attention to an alleged overcharge on a car load of hogs consigned to parties at Belmont, Iowa, on local billing from Carbon Junction. I handed the letter to our freight department for proper investigation as to the initial point of shipment, with a view to determining how much, if any, overcharge does exist; as yet the papers have not been returned by our connections; as soon as they are

received we will file our answer. We have never had a claim presented to us for any overcharge on this shipment prior to the receipt of your letter. I should have acknowledged receipt of your letter, and was under the impression that our freight department had done so.

Yours truly,

C. C. BURDICK,  
General Manager.

Further investigation showed that this was a consignment of hogs from Tyndall, South Dakota, to Belmond, Iowa, and that the same was routed over the Illinois Central, the Chicago, Milwaukee & St. Paul and the Mason City & Ft. Dodge railways; that each of the three roads had charged its local rate and that the sum of the three rates was the amount Mr. Darby was compelled to pay.

While it was purely an interstate shipment, a class of business over which this commission does not assume to have control, yet as has been the custom heretofore it was taken up in the regular way with all roads interested hoping to satisfactorily adjust what seemed to Mr. Darby an exorbitant charge, but the attempt is a manifest failure as will be seen by the attached letter from A. C. Bird of the Chicago, Milwaukee & St. Paul railway, and this will close the case:

October 14, 1895.

W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Please refer to your letter of October 8th, in the matter of complaint of J. H. Darby, of Belmond, Iowa, alleging over-charge on car load of hogs from Tyndall, S. D., to Belmond, Iowa. In the first place the shipment referred to was an interstate shipment, having origin at Tyndall, S. D. We billed the freight from Tyndall to Sioux City; it was rebilled by the Illinois Central from Sioux City to Carbon, Iowa, and by the Mason City & Fort Dodge railroad rebilled from Carbon to Belmond. I understand that each of the three roads which joined in the transportation of this shipment charged its local rate. The papers came to us last month from the Illinois Central railroad, with request to know how much we would refund. There is no reason that I know of why we should refund anything.

Yours truly,

A. C. BIRD,  
Freight Traffic Manager.

No. 45, 1895.

GEO. F. MCKINLEY, ST. ANSGAR,

V.

Excessive freight charges.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY.

Under date of July 10, 1895, Mr. Geo. F. McKinley, of St. Ansgar, filed the following with the board:

ST. ANSGAR, IOWA, July 9, 1895.

Iowa State Railway Commissioners, Des Moines, Iowa:

GENTLEMEN—May 8, 1895, Mrs. Angie McKinley shipped from Northwood, Iowa, over the Burlington, Cedar Rapids & Northern railroad her household goods consigned to her father W. D. Browning, at Woodland, Cal., paying what was purported to be the freight through to that point, a duplicate copy of the bill for which I herewith enclose. Arriving at her destination and hearing nothing from the goods after sufficient time had elapsed, she wrote to her brother, P. H. Browning, at Northwood, who learned from the agent, Fleming, at that place that the goods were held at Denver for \$30 freight, for which payment was demanded before the goods would be forwarded to Woodland. Under date of June 29, 1895, W. D. Browning received a letter from the agent at Denver, the following of which is a duplicate copy:

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY,  
DENVER, June 29, 1895.

W. D. Browning, Woodland, Yolo County, Cal.:

DEAR SIR—There arrived May 20th, four boxes household goods held, to \$5 cwt., consigned to you from Northwood, Iowa. Same were tendered to Union Pacific here for forwarding, but were refused by them account only \$8.94 was left to prepay, they demanding \$20.01 more to prepay through. Agent at original point was advised and request made that he secure the

additional amount necessary to allow the freight to go forward, but have not received reply. Please arrange to have additional amount sent here or deposited with your agent so as to allow shipment to go forward to destination. Yours truly,

A. W. SHUMAKER,  
Agent.

I was with Mrs. McKinley when she shipped the goods and she requested to pay the freight through to destination and supposed she had. She is a widow and with little means can ill afford the additional expense. Will you kindly inform me at your earliest convenience whether, according to the interstate freight laws, the companies can collect the rate \$5 per hundred demanded, and oblige Yours respectfully,

GEO. F. MCKINLEY.

COPY.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY,  
AT NORTHWOOD STATION, May 8, 1895.

Received from P. Browning, in apparent good order, etc., consigned to William D. Browning, Woodland, Cal.

Number packages, description of articles, weight. Four boxes household goods, 930, 0. r. rel. to 45 cwt. Paid \$29.40.

FLEMING,  
Agent.

Upon the receipt of Mr. McKinley's communication the following was sent Mr. Ives, president of the railway company, as somewhat indicating the position of the board in such cases:

DEAR SIR—Enclosed please find copy of a self-explanatory communication from George F. McKinley, of St. Ansgar, Iowa, in reference to prepayment of freight on household goods from a point on your line to a point in California. This is obviously interstate, but I am directed to lay it before you, with the belief that all lines are willing to correct errors, provided any have been made.

And Mr. McKinley was advised as follows:

July 11, 1895.

DEAR SIR—Your communication in reference to the possible error in shipment of household goods from a point on the Burlington, Cedar Rapids & Northern railway to a point in California, has been received. You are doubtless aware that this is interstate business, a class of cases over which this board has no jurisdiction, their authority being limited to shipments beginning and ending in the state of Iowa. It sometimes occurs, however, that where errors have been made the companies are willing to waive technicality and make corrections. With this end in view, and with the hope of arriving at an amicable adjustment, the matter has been taken up by this board and forwarded to the president of the Burlington, Cedar Rapids & Northern Railway company, whose reply will be sent you when received.

On July 29th, no reply having been received, Mr. Ives was again asked of the status of the case, and August 15th Mr. T. H. Simmons, general freight agent of defendant road, says:

CEDAR RAPIDS, IOWA, August 15, 1895.

Mr. W. W. Ainsworth, Secretary Iowa Railway Commission, Des Moines, Iowa:

DEAR SIR—Please refer to your letter of the 11th ultimo, addressed to Mr. C. J. Ives, president of this company, with which I enclosed a communication from George F. McKinley, of St. Ansgar, Iowa, in reference to a shipment of household goods from Northwood, Iowa, on our line, to Woodland, California.

This matter has been thoroughly investigated, and, in the absence of Mr. Ives, I wish to advise you that the shipment in question was sent forward from Denver to Pueblo, Col., under date of July 19th, and was promptly forwarded from Pueblo to its destination. The amount of charges collected by our agent at Northwood was \$29.40, which amount was \$4.89 in excess of the amount necessary to prepay the shipment through to destination. This amount I presume should be refunded to Mrs. McKinley, the shipper, or to W. B. Browning, the consignee, and this company, in connection with the Chicago, Rock Island & Pacific, stand ready to refund the amount whenever the claim is presented with the originally prepaid expense bill attached.

I regret exceedingly that this shipment was delayed in transit. Same resulted through error on the part of our agent at Northwood in billing the shipment through to Denver instead



of billing it to Council Bluffs, as he should have done. I suppose the goods have arrived at destination ere this, and wish you would kindly advise Mr. McKinley to present his claim for the \$4.89 overcharge, which we will cheerfully refund.

Yours truly,

T. H. SIMMONS,  
General Freight Agent.

Upon the receipt of Mr. Simmons' position in the case, Mr. McKinley was notified by "a copy," and was asked "If this settled the case," and also "If he was required to pay the \$20.01 additional demanded by the Union Pacific," and by the following reply he would appear not to be satisfied:

ST. AUGUST, IOWA, August 19, 1895.

Mr. W. W. Ainsworth, Secretary Iowa State Railway Commission, Des Moines, Iowa:

DEAR SIR—I am in receipt of your favor of recent date, together with the letter from the freight agent of the Burlington, Cedar Rapids & Northern railway, and in reply would say that the goods arrived at their destination about July 15th, and were delivered by the company without a further demand of the \$20.01 which they had claimed as unpaid freight on the consignment.

In regard to a settlement with the companies, I would say that in view of the protracted delay in the delivery of the goods, the anxiety and inconvenience, and the additional expense incurred by Mrs. McKinley in purchasing articles that she had in transit, we think she is entitled to more than the simple refund of the overcharge.

The facts in the case are about as follows: Mrs. McKinley shipped the goods from Northwood, Iowa, about May 8th to Woodland, Cal., consigned to her father, W. D. Browning, and through carelessness or wilful neglect on the part of the companies or their agents did not arrive at their destination until about July 15th, the companies in the meantime holding the goods in Denver and claiming of Mrs. McKinley unpaid charges for freight to the amount of \$20.01, and refusing to forward the goods to destination unless the amount claimed was prepaid or deposited with the agent of the company at Woodland, Cal.

Upon investigation of the matter by the railroad officials at the instigation of the Iowa state railroad commission, it was found that the original amount paid to the agent at Northwood, \$25.40, was \$4.89 in excess of the regular charges to destination, and the goods were forwarded to Woodland, as stated, and were received by Mrs. McKinley.

Mrs. McKinley is, at this writing, or was at last advice, sick in bed, and has been advised by her physician to return to Iowa as soon as she is able to travel.

Now, while the damage has been considerable, I presume that if the railroad companies would return her goods, a portion of which have been unpacked, to Northwood, Iowa, free of charge and refund the \$4.89 excessive charge, she would settle the matter with the companies; otherwise she will present a claim for damages.

Thanking you for your promptness in investigating the matter, I am

Very respectfully yours,

GEORGE F. MCKINLEY,  
St. August, Iowa.

Upon the receipt of the foregoing this reply was sent Mr. McKinley, which closes the case:

DEAR SIR—Yours of the 21st inst. has been received. \* \* \*

August 21, 1895.

The question of damages, as well in fact as that of the overcharge, being outside of the jurisdiction of this board, and the company having offered to refund to you the \$4.89, the case will be regarded as closed so far as this office is concerned.

No. 46, 1895.  
R. W. COOK, CRAWFORDSVILLE,

V.

BURLINGTON & NORTHWESTERN RAIL-  
WAY COMPANY.

Coal house site.

The following is Mr. Cook's complaint:

CRAWFORDSVILLE, Iowa, July 25, 1895.

Mr. W. W. Ainsworth, Secretary Railroad Commission, Des Moines, Iowa:

SIR—I have been trying to get permission from the railroad company to put a coal house on their grounds, but have failed, their answer being that if they let me have ground those wanting to sell would say the company was interfering with their sales. There is no one that has land up to the side track, and if they will put me in a switch twenty rods long I can put it on my own land, it being across the street from the track. There is but one man handling coal in this place; he has his house on company ground, and he has the grain and stock, but being away in the country when grain trade is slack people cannot get coal when they do come for it, and have requested me to put up a house, so when they come for coal they can get it. I have been using a small piece of ground to pile lumber on that I do not need now, as I have got one more lot, and this would do me very well if they could see fit to let me have it.

Yours truly,

R. W. COOK.

The same was immediately forwarded to Mr. Law, general manager of the Burlington & Northwestern railroad, with the request to give it early attention, to which the subsequent reply was received:

HEMASOTOS, Iowa, July 27, 1895.

Mr. W. W. Ainsworth, Secretary Iowa Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to complaint of R. W. Cook, of Crawfordville, and replying to yours of the 25th.

The present incumbrance was established before I took charge of the lines, and upon investigation, I find he has been, and is now, giving satisfaction to the community; besides we do not want to encourage plants of this kind on the right of way, neither do we furnish adjacent grounds when it can be helped, as it is liable to create bad feeling in the community, especially with those who have lands to sell.

The business is hardly sufficient to keep one man going, let alone two, and we could not think of building any track to Mr. Cook's ground unless he paid for it, as the business would not pay the interest on the investment.

If Mr. Cook will furnish the names of parties in that community who complain of the way the coal is handled at present, I will take it up with the proper parties and see that the evil is corrected. Yours truly,

R. LAW,  
Manager.

Under date of August 2d Mr. Cook was furnished a copy of Mr. Law's reply, with the request, "after examining the same if you have any reply or further statement to lay before the board in the case, kindly forward at an early convenience."

August 20th no reply having been received, Mr. Cook was again asked, "if he desired to lay anything further before the board in this matter," and August 23d Mr. Cook says: "I will let this matter go at present, as I would have to bring in other parties, and I do not want to do that." This will close the case without prejudice to Mr. Cook's rights for a coal site.

No. 47, 1895.  
BERT NICOL, DAVID,

V.

Fencing station grounds.

WINONA & WESTERN RAILWAY.

July 30, 1895, Mr. Bert Nicol, of David, filed the following complaint and inquiry:

*Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR:—Is it the duty of railroad companies to fence depot ground or side track ground when it joins farm land, as shown in above cut? The Winona & Western railroad cuts off a corner of my land, and have located a depot on the east side of the southwest of seven, which joins me on the west. Now they occupy about three acres of my land for side track grounds that is not fenced and I want it fenced. Have written to them, but have not received any reply. Please advise me, and oblige

DAVID, IOWA, July 26, 1895

BERT NICOL.

To which the following reply was made, which may be considered as answering his questions and closing the case:

August 6, 1895.

*Bert Nicol, Esq., David, Iowa:*

DEAR SIR:—Yours of the 26th ult. has been submitted to the commissioners. I am directed to say that the courts have held that a railway company is not required to fence their depot or station grounds where it would not, in view of the public convenience, be fit, proper or suitable to do so. Whether the public convenience, and interest of the road require that such grounds used in connection with the depot, but not the ordinary place for receiving and delivering freight, should be left unfenced, would be a question of fact, which, in case of a contest, a court on jury would have to decide. It would seem from your statement that the company might be required to fence at the place you indicate, but it would depend on the fact as to whether such a fence would interfere with the use of the station.

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

No. 48, 1895.  
J. C. STOUT, THAYER,

V.

Stock killed.

CHICAGO, BURLINGTON & QUINCY RAILROAD.

Mr. J. C. Stout, of Thayer, thus presents his case:

THAYER, IOWA, August 2, 1895.

*To the Honorable Board of Railroad Commissioners, Des Moines, Iowa:*

DEAR SIR:—On June 10, 1895, I had run brown mare killed on Chicago, Burlington & Quincy railroad. The mare was 5 years old and was without spot or blemish. She broke loose from my boy as he was bringing her from the place that he had watered her. Some other horses running along the fence inside the pasture next to the road where the boy was leading the mare, caused her to break loose from the boy and run onto the railroad, and while the boy was trying to get her off, train No. 7 ran onto her and killed her. They did not whistle at her or offer to check up in the least. Knocked the mare about 120 feet; split her open from one end to the other. The train was running from fifty to sixty miles an hour; had it not been running at such a high rate of speed they would not have killed her. Now, if you only remember they killed one man here at this place by running too fast. The mare was appraised at \$40, and they only offer me \$25 for her. Now, I only want what the mare was worth, and will leave it to any one in town or in the country who knew her what she was worth. Everyone says she was not appraised high enough for such an animal as she was. Now, gentlemen, all I want is what is right; I am willing to leave it to any one that knew my mare. Please attend to this matter at once. Write here and see what my mare was worth. Let me hear from you at once.

Yours truly,

J. C. STOUT.

In response to the above the following was forwarded to Mr. Stout as defining to some extent the position of the board in such cases:

*J. C. Stout, Esq., Thayer, Iowa:*

DES MOINES, August 12, 1895.

DEAR SIR:—Yours of the 10th inst. has been received and submitted to the commissioners. I am directed to say, in reply, that if the company is legally liable to pay you for the mare you mention, by reason of their negligence, it would of course be liable for the value of the animal, as that might be established by the evidence upon a trial of the case brought in court to recover such value.

As your case would be in the nature of a private claim for money damages, it would more properly come before the proper court than before the commissioners.

Where the question of legal liability is doubtful, a compromise is generally preferable to litigation. Very respectfully yours,

By order of the board.

W. W. AINSWORTH,  
Secretary.

The foregoing suggestion to Mr. Stout brought from him the following letter:

THAYER, IOWA, August 14, 1895.

*Honorable Board of Railroad Commissioners:*

DEAR SIR:—Yours of the 12th inst. received. I wrote you a letter the 12th. Now, what I want to know is this: Has the Chicago, Burlington & Quincy Railroad company got any legal right to run No. 7 through Thayer faster than thirty miles an hour? The law says plainly they can not run to exceed thirty miles. Now, I can furnish you several good witnesses for truth and veracity, who will swear the train was running as fast as fifty or sixty miles an hour, and I can prove they do violate the law of Iowa almost every day by fast running, and the people of Thayer and community endangered by the fast running through Thayer. Now, if I can prove all this, and can prove also the value of my mare by responsible men and competent men, why can't you settle the matter for me? I am not able to litigate with railroad companies, and if you want a petition showing you what my mare was worth by all who knew her, and two men who wanted the mare and would have given me \$40 or \$50 for her any day, will swear to it. Now I can prove it was through reckless running by the railroad company that was the cause of the mare being killed, for they never slowed any to try to avoid running onto her, never whistled, and were running almost sixty miles an hour, and they have no right to run so through Thayer. Please let me hear from you at once. Advise me what to do.

Yours truly,

J. C. STOUT.

P.S.—I am not able to litigate with railroad companies, so I look to you for assistance. Can prove that railroad men have told that No. 7 runs slow until they approach Thayer, then they try and see how fast they can run. That can be proven.

It appearing from this last letter from Mr. Stout (as also from one not here published), that he was not liable to settle, copies of the whole correspondence were forwarded to W. F. Merrill, general manager of defendant road, with the following letter:

W. F. Merrill, Gen'l Manager C. B. & Q. Rd. Co., Chicago, Ill.

AUGUST 20, 1895.

DEAR SIR:—I am directed to lay before you the enclosed correspondence between Mr. J. C. Stout, of Thayer, and this office, referring to the killing of his mare, also to the matter of alleged fast running of your trains through that town, to which your attention and reply are respectfully requested. Very respectfully yours,

By order of the board.

W. W. AINSWORTH,  
Secretary.

Under date of August 20th Mr. Merrill says: "I have taken the matter up with our people in Iowa and find that a settlement has been made with Mr. Stout for the value of the animal," and under date of August 30th, Mr. Stout says: "I thank you very much for my settlement with the railroad company. You may close this matter."



No. 49, 1895.  
J. T. JUDGE, OF CARROLL, IOWA,

V.

THE CHICAGO & NORTH-WESTERN RAIL-  
WAY COMPANY.

Lost in transit and damage in delay.

The complainant herein claims of the defendant, Chicago & North-Western Railroad company, \$150, and for cause thereof states to your honorable body:

That on the 23 day of July, 1895, he delivered to the Chicago & North-Western Railroad company two bundles of tent poles, two bundles of canvas, two boxes of stakes and one gasoline lamp, being what is known as a tenting outfit, and was given a receipt therefor, a copy of which is hereto attached, marked Exhibit "A," and made a part hereof; the said tent being about 50 feet long and 24 feet wide, 7 feet high at the sides and about 30 feet high at the center, also side walls and awnings, the same being of the full value of \$100. That said goods were to be shipped to Fonda, Iowa, via Jefferson, and were to be delivered at Fonda on or before the 4th day of July, 1895. That the said Chicago & North-Western Railroad company did fail to deliver the property at Fonda at this time, nor have they ever delivered the same there, nor has this complainant ever received the same; but they claim that the same is lost and cannot be found. That this complainant, by reason of the failure to deliver the goods as aforesaid, or subsequent to that time, has been damaged in the sum of \$50. That demand has been made upon the said Chicago & North-Western Railroad company for the property in controversy, and the same has been refused. The complainant therefore asks a full investigation of the matters herein referred to and that he receive an order against the said Chicago & North-Western Railroad company to pay him, the said J. T. Judge, the sum of \$150.

Verified.

GEORGE W. BOWEN,  
Attorney for Complainant.

Upon the filing of the above the same was sent Mr. W. H. Newman, third vice-president of the Chicago & North-Western railway, asking his attention. Also, the following was sent Mr. Bowen as intimating the position of the board in such cases.

August 13, 1895.

George W. Bowen, Esq., Carroll, Iowa:

DEAR SIR—Yours of the 13th inst., transmitting claim against the Chicago & North-Western, for tent, etc., lost in transit, \$100, damages, \$50, total \$150, has been received. The claim-slogers are absent at this writing. I beg to advise you, however, that while they have in many cases forwarded claims for goods lost, etc., to the railroad companies, with the view of securing, if possible, an amicable adjustment of the matter by correspondence, yet the commission has no authority to render a money judgment, this being in the nature of a claim for private debt against the Chicago & North-Western. In accordance with the above, the claim will be laid before the Chicago & North-Western Railway company for attention. You will be kept promptly advised of progress in the case as made.

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

August 20th Mr. Newman replies:

Referring to your inquiry in relation to complaint of J. T. Judge in relation to alleged loss of a tent shipped from Carroll, Iowa, the 24 of July. Our claim department advises the shipment referred to was sent from Carroll to Jefferson, and there delivered to the Des Moines Northern & Western road, and sent to Fonda, from which latter place it was, on the request of Mr. Judge, forwarded to Spirit Lake. We are also advised that Mr. Judge has brought suit to recover damages, but are without advice as to the nature of his claim.

Very respectfully yours,

W. H. NEWMAN,  
Third Vice-President.

Mr. Bowen was informed of the position taken by Mr. Newman and asked to reply, to which he says:

CARROLL, IOWA, August 22, 1895.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—Your favor of the 21st inst. received in reference to the claim of Judge v. the Chicago & Northwestern Railway company. Although we had tried faithfully for nearly

a month and a half to locate the tent, it seemed to be of no avail until the claim was filed before you. After receiving your letter to the effect that you could not render any judgment against them for damages, I also commenced a civil action against them in our county court for our damages. Immediately upon the presentation of the claim to you and the commencement of our suit, they located the tent at once, and have promised to restore it to us; consequently, as that is the only thing which can be accomplished through further proceedings before your body, we will drop it and retain our case here for damages for the wrongful detention of the tent.

Thanking you very kindly for the attention you have given the matter, I am  
Yours very respectfully,

GEO. W. BOWEN.

By the receipt of the above the case is closed.

No. 50, 1895.

R. G. LEWIS, DES MOINES,

V.

CHICAGO, ROCK ISLAND & PACIFIC RAIL-  
WAY COMPANY.

Elevator, order to remove.

The board received the following letter from Mr. Lewis and as it is a subject in which the public is largely interested it has with the answer of the board been made a matter of record:

DES MOINES, IOWA, August 18, 1895.

W. W. AINSWORTH, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I own an elevator located on grounds of Chicago, Rock Island & Pacific railroad at West Liberty, Iowa. I received a notice the 9th day of August, signed W. W. Stillwell, superintendent Iowa division, ordering me to remove it from the company's grounds within thirty (30) days.

I came in possession of the elevator through the failure of H. C. Dwe in 1891, who was persuaded to go to West Liberty in 1894 by Mr. Preston, then roadmaster of the Iowa division of the Chicago, Rock Island & Pacific railroad, to operate this elevator. Mr. Dwe's coming depended upon his getting assistance to buy this elevator, which was owned by Evans, Childs & Co., who also owned another, which is now owned by F. R. Evans. I was in the dry goods business, and had been for many years. He came to me and told me of the inducements the railroad company had offered him to come to West Liberty and operate in grain, and that if I would assist him in buying this elevator he would come. Being interested in making West Liberty as much of a grain market as possible, I consented to endorse a note with him for the purchase. He commenced at once to operate it, and continued to operate it for about seven years, shipping more grain through it than any other elevator in the town, when he failed. The lease for the grounds was assigned to me, and I paid for the elevator, and have had it operated ever since, until a part of last June, with a failure of crops, there was nothing to ship, and inasmuch as it was through my assistance that this elevator was operated at all, and that the Chicago, Rock Island & Pacific Railroad company has received the benefit of its being operated all these years, and that its removal will cause me a loss of at least \$500, that the order for removal is arbitrary and unjust to me without some compensation, that it is good and substantially built, on a good solid foundation, in good repair, and has a capacity of about 10,000 bushels of grain, and it, with the two other elevators now there, with as much or greater capacity, are sufficient to handle all the grain that will come to West Liberty.

I should like to know whether this order of removal can be enforced without some compensation to me under the above conditions.

Yours truly,

R. G. LEWIS.

Following is the reply, which will close the case without prejudice:

August 23, 1895.

R. G. Lewis, Esq., Corner Twelfth and High Streets, Des Moines, Iowa:

DEAR SIR—Yours of the 21st inst. in relation to elevator at West Liberty, Iowa, has been submitted to the commissioners. I am directed to say in reply that if the railway company do not need the ground in question for other purposes, or if under all the circumstances the ground could not be reasonably required for other legitimate objects connected with the business of the company at the place in question, it is probable that the courts would not compel

you to remove it without being compensated for the damages that would be sustained by such removal.

The supreme court of this state has not, so far as the commissioners are advised, ever passed upon the question submitted by you directly, but in the case of a parcel license to enter upon mineral lands and mine the same for a specified share of the mineral raised, and an entry under such license and an expenditure of labor and money in sinking shafts, etc., said court has held that such license gives a valid subsisting interest in the real estate, which the party granting the lease or license, can terminate only by giving the party holding the lease or license, compensation for such expenditure, or giving the notice necessary to terminate a tenancy at will. They have held a similar principle to apply in the case where the land owner has consented to the construction of a ditch in the land that is for the benefit of an adjacent owner.

Your question cannot be answered with any great degree of positiveness, as to your rights until some further adjudications of the courts of the state.

W. W. AINSWORTH,  
Secretary.

By order of the board.

No. 51, 1895.

D. J. CARPENTER, BELOIT,

v.

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY.

Failure to furnish cars for grain shipments.

August 20, 1895, the following telegram was received at this office:

BELOIT, August 20, 1895.

Railway Commissioners:

St. Paul company refuse to furnish cars for grain. Please investigate.

(Signed)

D. J. CARPENTER.

The complaint was wired Mr. A. J. Earling upon receipt, and his attention and reply requested. In further explanation of his trouble, Mr. Carpenter submitted the following letter:

BELOIT, Iowa, August 20, 1895.

W. W. Ainsworth, Secretary:

DEAR SIR—I wired you this morning regarding the refusal or failure of the Chicago, Milwaukee & St. Paul railway to furnish cars for grain shipments. The superintendent was here the other day, and told the agent that he must not furnish "truck buyers" with cars; which does not apply to my shipments, as they are made entirely from my own land, I sometimes buying or shipping my tenants' interest in the crop. On Wednesday, 14th, I commenced ordering cars, and by Saturday had one car. On Friday I ordered six cars for Monday, as I would have three threshing outfits on my own land, and wanted to load direct into cars. Monday, through the courtesy of the elevator manager, I was given one car, while he had three, and have no cars yet. And am obliged to sell my grain to "line buyers," because I cannot get cars to load. Of course I know that if I hold a car over forty-eight hours to load I must pay their charge of \$1 per day, and am willing to do so.

In talking with Mr. Jordan, an official of the road, last July, he informed Mr. Tillotson that they would be prepared to handle the crop, but so early they seem to be short of equipment.

Our crop up here is immense, and in a month or two it will be impossible, with their present supply of cars, to move the crop. They should be made to provide more. When I get my own crop off I may want to buy car lots, and in that sense become a truck buyer, and if so I want my orders filled in proportion with the elevator men, and suppose I will be entitled to them. Will I not? The Chicago, Milwaukee & St. Paul being the only railway in this immediate vicinity, neglects us to provide the competing points with cars, which is unjust. Wish you could induce the company to put on more rolling stock and keep things moving.

Hopeful arrangements will be perfected for a supply of cars through you, I remain,

Yours respectfully

D. J. CARPENTER.

About the same time Mr. Carpenter's letter was received Mr. Earling wired as follows: "All orders for cars at Beloit, Iowa, have been promptly filled." On

August 21st Mr. Carpenter was advised of the telegram of Mr. Earling, and as nothing further in the way of "shortage of cars" has been heard from Mr. Carpenter to this date (October 1st) the case may be considered as satisfactorily closed.

Nos. 52, 53, 1895.

W. H. HOOPES & SONS ET AL., MUSCATINE,  
IOWA.

v.

CHICAGO, ROCK ISLAND & PACIFIC  
RAILWAY.

Refusal to route cars as directed.

Under date of August 15th the following was received by wire:

Iowa State Railroad Commissioners: MUSCATINE, IOWA.  
GENTLEMEN—The Rock Island road is making trouble at Fruitland by refusing to route melons as directed by shippers. Please investigate at once.

W. H. HOOPES & SONS.

C. H. VAIL.

T. H. HOLLCOMB.

HAFN BROS. & CO.

And later in the day, by mail, this:

MUSCATINE, IOWA, August 14, 1895.

W. W. Ainsworth:

DEAR SIR—We are in trouble here and want relief at once if it can be had. The Rock Island road refuses to ship to any points off their lines cars loaded with melons from this point and Fruitland, and it has most effectually blocked our shipping business, and this evening they refused to ship a car even to Milwaukee, and the car is now on the track with orders to ship. Now if we are wrong in this stand we have taken let us know by wire, if right, we want the aid of our state commissioners. Come at once and lift the blockade, and if necessary, call in the help of our interstate commissioners. We want it done, as we have large fields of melons now ready to be moved, and it is almost impossible to do so without great loss, unless this order from the Rock Island road is rescinded. If we have no relief wire us to that effect; if they are wrong, come and help us at once.

Yours truly,

W. H. HOOPES & SONS.

The matter, seeming to demand immediate attention, was forwarded to W. H. Truesdale, general manager of the Chicago, Rock Island & Pacific railway, by wire as soon as received, to which in reply Mr. Truesdale says:

CHICAGO, August 15, 1895.

W. W. Ainsworth, Secretary Railroad Commissioners, Des Moines:

Answering your message this date as to complaint of melon shippers at Fruitland, we are not refusing to route melons as desired by shippers, provided they are loaded by these in cars which they should load, and do not insist upon loading cars of our connections, and consigning them to points where under our instructions from these connections the cars cannot go. We also are not permitting our cars to go to points on other lines where we have plenty of cars of those lines, which we can and will gladly furnish to shippers to load to those points. We expect within a very few days the demand on us for cars by grain and other shippers in Iowa, will be largely in excess of what we can supply, and we must for this reason hold our cars so far as we can on our own line. In doing this it is not our purpose to curtail the car supply to melon growers at Fruitland, as they cannot reach points on other lines. We think the interest of other shippers and railway companies, as well as our own, demand at this time that we pursue this policy, and we feel that we should have the support of your honorable board in the same direction.

There is no place in this western country, as I am advised, where the shippers have so misused cars as they have at Fruitland in the past, and we cannot consent to their doing so this year.

W. H. TRUESDALE,  
General Manager.



August 19th the Muscatine Commercial club wired the board as follows:

You are urgently requested to come forthwith to Muscatine to investigate difficulty between melon growers and Rock Island Railroad company whereby great loss to melon growers is threatened.

COMMITTEE MUSCATINE COMMERCIAL CLUB.

To which this answer was sent:

Your dispatch just received. Board in session. Wire main points of difficulty as now existing. Cannot compel company to send its cars off own line. Commissioners will go there at once if prospect of assisting you.

And at the same time to Mr. Truesdale was suggested that

If there is any favorable change in the situation, or if you can do anything to relieve it please notify promptly, otherwise the commissioners will probably go to Muscatine this evening.

By order of the board.

In reply to this Mr. Truesdale says:

CHICAGO, September 30, 1895.

W. W. Atsneworth, Secretary Railroad Commission:

We will undertake to fill with reasonable promptness all orders for cars that the melon growers in the vicinity of Muscatine will place with us if they will state where they want the cars to go after loaded, but we positively will not permit them to misuse our cars and those of our connections this year in the way they have in previous seasons. Two of our connecting lines have positively forbidden us to permit their cars to be used for shipment of melons to any points except those on their own line and our own cars cannot go to points on other lines, unless we have not cars of those lines which we can furnish promptly for their business. We fully appreciate that the melon growing interest in the vicinity of Muscatine is an important one and we are disposed to serve it and foster in every reasonable way, but we cannot see any reason why they should handle their business in the manner they do, regardless of the interests of either ourselves or our connections. We have no such trouble with any of our shippers at any point on our entire system of road and we respectfully insist that our position is fair, reasonable and business like and that we should maintain it.

W. H. TRUESDALE,  
General Manager.

Division Superintendent Day also advises:

DAVENPORT, August 30, 1895.

Answering your telegram to-day. We simply require shippers to say where they want to load or cars to when ordering. We have on hand or near by a sufficient number of cars, including foreign cars of principal lines to which melons are shipped, especially loaded there empty in anticipation of the business. The shippers load cars indiscriminately and then insist we must forward as they direct without regard to ownership of cars, thus a Chicago & North-Western car may be consigned to a Chicago, Milwaukee & St. Paul point or vice versa; foreign cars consigned to our local points and our cars sent to foreign roads. We can and will take care of the business promptly if shippers will say where they want cars for and give a reasonable time to place it. I will go to Muscatine this afternoon and report anything further.

F. M. DAY.

The above replies were sent the commercial club with the accompanying letter:

Committee Commercial Club, Muscatine, Iowa:

GENTLEMEN—Commissioners wired substance of your complaint to Chicago, Rock Island & Pacific officials on receipt and were intending to take 6 p. m. train for Muscatine when the enclosed were received. As therein advised the board regard the position of carriers as reasonable, that they should know where cars are destined when ordered.

W. W. ATSNEWORTH,  
Secretary.

By order of board.

August 22d, the board directed this telegram: "Commercial Club, Muscatine: What is the status of the melon shippers' complaint? Answer." Which immediately brought this reply:

You have only heard one side of the case. We demand an investigation. When can you come? (Signed) COMMITTEE COMMERCIAL CLUB.

In accordance with this request the interested parties were wired that the commissioners would meet them in Muscatine Saturday, August 24th, to hear and investigate.

Upon the arrival at Muscatine it was thought best to hold the hearing at Fruitland, the station where most of the trouble seemed to have its origin. At the meeting in the town hall of Fruitland Mr. W. I. Allen, assistant to the president of the Chicago, Rock Island & Pacific, Mr. McFarlin, Mr. Day and others were present in the interest of the respondent company, and Messrs Hoopes, Vail and a large number of the shippers and melon growers of Fruitland and vicinity presented their views of the case. Mr. Allen asserted the willingness of the company to furnish cars to transport the product, but insisted that they must have the right to say what cars should be loaded for points not on their line. In support of their right to do so he said his company had, in accordance with the recommendation of the railroad commissioners made in 1892, provided about eighty-five cars of foreign lines for the purpose of supplying this demand, and they now insisted that melons destined to points on the Illinois Central or Chicago & North-Western should be loaded in cars owned by those companies. The shippers and growers claimed the right to load any car standing on the siding with unsold melons, and after being loaded, sell and ship to any point they might choose. As the opinion of the board was desired immediately, after a brief consultation, Mr. Luke, the chairman, delivered the following opinion and decision:

It being practically conceded that the commissioners are in possession of the material facts, we have during the progress of the hearing consulted together somewhat upon some of these questions, and we have also had them before us on other occasions, and we might as well state briefly our views of the matter here, in order not to delay matters. It seems to be a common idea among the shippers of the state that the commissioners can do almost anything they see fit to relieve circumstances such as you have brought before us. But that is not true. The commission is a tribunal established by state authority to investigate complaints of this kind, and ascertain whether, in their judgment, the railroad company has violated any law of the state, or neglected to perform any duty that the law requires. Unless we can find that the railway company is derelict in performing their duty, the commissioners have no authority to require them to do otherwise. It is the duty of every railroad company in the state to keep their road supplied with rolling stock sufficient to handle all the ordinary business along their line of road. They are not required to furnish rolling stock for other railroad companies. It is true, for the shippers' convenience, that where shipments should go through on same car on which loaded, it has been customary among the railroads to send the car through, but the courts have held that they are under no legal obligation to do that. They are not obliged to allow their cars to go off their own lines. If the shipment is tendered to the Rock Island company it is the duty of that company to take that shipment so far as their road can take it, and deliver the freight to their connection. Our understanding of the statement of Mr. Allen is that that is virtually conceded. If they do that, and they have cars here ready to meet the demands when any shipper wants a car the company in furnishing cars complies with their legal obligation, and I don't suppose this commission has any authority to require them to do more than that. At the present time this commission knows officially that there is a shortage of cars for the transportation of grain in some parts of the state, and they have advised the companies to prepare themselves to meet such demands. If the commission now, upon the state of facts made to appear, that the company have cars ready to be used, if they can be informed where the shipment is to go, should step in and say that under these circumstances they should allow cars to go off their own lines indiscriminately, it seems to the board that would be stepping beyond their jurisdiction. We believe that the railroad company is disposed to furnish all the accommodations it could reasonably be expected to furnish under the circumstances. We are advised by the general manager that they have the cars here, and this is undisputed, and they remind the commission of the state of things in the grain trade, and say that they are entitled to the support of the commission in this: Keep their own cars on their own line, and get the large grain product out of the

state as it may be ordered. As we informed you when you made this complaint, under the circumstances, we did not see how we could assist you. We don't find anything to change that state of things. The real gist of the complaint is that the Rock Island won't allow cars to go off their own lines. We can see it would be a great accommodation to the people, and maybe to the Rock Island people and whether or not they could not make an exception to a certain extent and allow their cars to transport these melons within reasonable limitations, is not for the board to say. I don't think the commissioners see any other spirit manifested here but that the road will take this matter up with you and try to adjust it and do the best they can under the present condition of affairs. You may have to revise your business methods somewhat temporarily, but it seems to us that by a little concession on the part of the roads you can get what you need to protect you, and we would like to leave it in that way. One of the best results of the work of the commission is to get the officials of the roads and the parties interested together, and have them hear each from the other's interests, and we have found it to be true that it brings about a condition that virtually accomplishes the end sought. We hope that it will be the result here. It seems there is nothing, so far as we can ascertain, in the way but that some arrangement might be made that would assist these gentlemen. I don't think there is any question but that any shipment to be taken to any point on their line, it is their duty to take it. If it goes on another line, then their duty is to deliver it to the other line.

P. S.—The subject matter of the complaint of the Carpenter Bros. of Conesville, was the same as the Muscatine shippers. The Messrs. Carpenters appeared at the above hearing and thus became parties to whom the reply of the commissioners was directed.

No. 54, 1895.

WALTER A. WOOD HARVESTING COMPANY, ST. PAUL.

v.

State or interstate freight.

BURLINGTON, CEDAR RAPIDS & NORTHERN RAILWAY.

September 11, 1895, the following request for information was filed in this office, and as it seems to be a renewal of a subject already decided by this board and sustained by the courts it is herewith published for information:

ST. PAUL, Minn., Sept. 5, 1895.

Secretary Railroad Commissioners, Des Moines, Iowa.

DEAR SIR:—During June, this year, we shipped a shipment of five harvesters and binders from Rock Rapids, Iowa, to Sibley, Iowa, via the Burlington, Cedar Rapids & Northern railway, upon which, according to the rates published by your railway commissioners, an overcharge existed.

We filed a claim for refund of the overcharge, but are informed by the Burlington, Cedar Rapids & Northern Railway company that in transporting the goods from Sibley to Rock Rapids the goods passed out of the state of Iowa making same an interstate shipment instead of a state shipment.

You will notice by referring to a map, that the position taken by the Burlington, Cedar Rapids & Northern, as to the shipment passing out of the state, is correct, but as we understand it, the intention of the act making the rates is that it was to be applied between stations in Iowa, regardless of the fact that in transporting the goods some of the roads leave the state and re-enter again before reaching destination.

The amount involved in this case is not very much, and our object in placing the matter before you is to obtain a decision, so that we may govern ourselves accordingly in future cases. Thanking you in advance for the information, we are,

Yours respectfully,

WALTER A. WOOD HARVESTING COMPANY,  
By G. J. PILKINTON.

Upon the receipt of the inquiry the following letter sent as seeming to refer the plaintiffs to the position taken by this board and also to the decision of the supreme court in a similar case, which will close the case as before the board.

September 13, 1895.

Walter A. Wood Harvesting Co., By G. J. Pilkinton, St. Paul, Minn.:

DEAR SIR:—Referring to yours of the 9th inst. in which you request decision from this board in regard to the question of whether rates should apply on shipments beginning and ending in Iowa or passing outside the state in transit: this board has already passed upon that point and their decision may be found in their report for 1895, page 849, also the opinion of the supreme court of Iowa on same point, report of 1892, page 901, copies of which reports are sent you by express. These will doubtless convey to you all the information you desire. The same ground was also covered by the commissioners in what is known in this office as the Diamond Jo Line Steamer cases, report 1893-1894.

Very respectfully yours,

W. W. AINSWORTH,

By order of the board.

Secretary.

No. 55, 1895.

J. F. DAUGHERTY, CHAIRMAN OF LEE COUNTY SUPERVISORS,

v.

Unjust freight charges.

ST. LOUIS, KEOKUK & NORTHWESTERN RAILWAY.

September 17, 1895, the following was received from Mr. J. F. Daugherty:

KEOKUK, Iowa, September 16, 1895.

Chairman Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN:—We wish to protest against the arbitrary charges of the "North road," operated and run by the Chicago, Burlington & Quincy. Our Lee county poor farm is located six miles west of Keokuk on said railroad and all coal hauled from Iowa mines to Keokuk by the Q. system comes over this road and past our county poor farm. We use about twenty-five cars per annum and they now want to charge the coal companies 25 cents more per ton to drop off our coal at Summitville, one and one fourth miles west, or at Moor station, one mile east, or on our own switch directly on the track which was built by the Q. in consideration of the county not charging anything for the right of way through the farm. We could buy coal in Keokuk on track much cheaper than comes off the Keokuk & Western, but they demand 41 cents per ton switch charges to Moor station, when this company switches through Moor station and one mile beyond to the powder works for \$2 per car. We think this is an unjust discrimination, and make this our protest and ask that the same be investigated. Very respectfully yours,

J. F. DAUGHERTY,

Chairman Lee County Board Supervisors.

The case was immediately taken up with Mr. W. C. Brown, the general manager of the defendant road, with request that he give the same attention, and two days later Mr. Brown says: "I will take great pleasure in investigating and report on it as early a date as possible." A copy of the reply of Mr. Brown was sent Mr. Daugherty on September 27th, and under date of September 30th Mr. Daugherty says in reply: "By reason of the railway company making a satisfactory rate, we withdraw our complaint with thanks for your prompt action;" which closes the case.



No. 56, 1895.  
DES MOINES LINSEED OIL WORKS, BY  
H. E. ANKENY, MANAGER,  
v.  
ILLINOIS CENTRAL RAILROAD COMPANY.

Overcharges on freight.

September 28, 1895, H. E. Ankeny, as manager of the Des Moines Linseed Oil works, addressed the board as follows:

DES MOINES, IOWA, September 27, 1895.

*Railroad Commissioners of Iowa, W. W. Ainsworth, Secretary, City:*

GENTLEMEN—We are receiving shipments of seed via Fonda and the Des Moines Northern & Western from Newell, Barnum, and Manson, on the Illinois Central. The Illinois Central is back-charging these shipments to the Des Moines Northern & Western at 60.00 pounds, and of course the same amount is expended to us by the Des Moines Northern. As we are members of the Western Weighing association, we ask if instructions cannot be given to the Illinois Central Railway company to have the Des Moines Northern pay them on these shipments on the actual weight of the car, which weight we furnish the latter road?

Our claim on the Illinois Central for excessive charges on last year's business has not yet been paid by them. This claim has been in their hands for several months, and we would like their attention called to it.

The actual weights on these shipments are running about 28.000 pounds.

Your prompt attention to this matter will oblige,

Yours truly,

H. E. ANKENY,  
Manager.

A copy of the above was forwarded to J. T. Harahan, vice-president of respondent road, and his attention requested thereto, and under date of October 16th Mr. Harahan says:

Hon. W. W. Ainsworth, Secretary Iowa Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring again to your favor 1st inst., concerning complaint of Mr. H. E. Ankeny, manager Des Moines Linseed Oil works, as to overcharge on shipments of seeds from Newell, Barnum, and Manson; I have had this matter looked into, and as the investigation showed the weights at Des Moines were obtained on scales under the jurisdiction of the Western Weighing association, the auditor of freight receipts has been instructed to correct the billing on flax seed to destination weights, and in addition, the agent at Fonda has been notified to in future protect Des Moines weights on shipments of flax seed going to that point. The trouble in this instance was caused by the flax seed being billed to the marked capacity of the car, under our general rules, where shipments are not weighed on our track scales.

In reference to last year's claim, which Mr. Ankeny says has not yet been paid, I find this claim is now in the office of our chief claim clerk, who will see that it is adjusted without further delay. Settlement of this matter has been delayed by the papers being held entirely too long by our local agents. Yours truly,

J. T. HARAHAN,  
Second Vice-President.

Upon the receipt of Mr. Harahan's copy of the same was forwarded to Mr. Ankeny, and he was requested to "note what Mr. Harahan says in reference to correcting billing on flax seed, and the instructions given the agent at Fonda; also that the claim referred to in your letter will receive attention 'without further delay.' Please advise the commissioners immediately on receipt of this whether the case can now be closed," to which, October 21st, Mr. Ankeny says: "We have your valued favor of the 19th, with copy of reply of Second Vice-President Harahan. As the manner he instructs our future shipments of seed via Fonda to be handled, with the refund for the overcharges on the shipments for this season, and that our claim for last season's business will receive their attention without further delay, is all satisfactory to us, we instruct that the case can now be closed, and thank you for your prompt attention to this matter," which closes the case.

No. 57, 1895.  
DAVENPORT SYRUP & REFINING COMPANY, ADAIR,  
v.  
CHICAGO, ROCK ISLAND & PACIFIC RAILWAY COMPANY.

Failure to furnish cars.

October 1, 1895, the following was received by wire:

ADAIR, IOWA, October 1, 1895.

*State Railroad Commissioners, Des Moines:*

The Chicago, Rock Island & Pacific company refuses us cars. We are filled up with grain. Please look after it.

(Signed) DAVENPORT SYRUP AND REFINING CO.

The complaint was wired to W. H. Truesdale, general manager of respondent road, to which he replies under same date from Chicago:

We have not refused the Davenport Syrup and Refining company cars at Adair or any other place, and they can not show that we have done so. We expect to fill their orders as promptly as we have cars available for the purpose.

(Signed) W. H. TRUESDALE.

A copy of this reply of Mr. Truesdale was forwarded to the plaintiff on October 2d with the request to "advise the board at once whether you are now being supplied with cars." In reply the following was received:

ADAIR, October 5, 1895.

*Board Railroad Commissioners:*

Replying to your favor of October 2d inst., would say that after the Chicago, Rock Island & Pacific railway received your complaint from us, we have been furnished with plenty of cars, and we are under great obligations to you for your prompt action in this matter. \* \* \*

This will close the case.

No. 58, 1895.  
C. F. BRYANT, RECORDER, BARNUM,  
v.  
ILLINOIS CENTRAL RAILROAD.

Station facilities.

Under date of October 18, 1894, C. F. Bryant as recorder of city of Barnum filed with the board the following petition:

*To the Railroad Commissioners of the State of Iowa:*

The petition of the subscribers, members of the town council of the incorporated town of Barnum, Webster county, Iowa, respectfully sheweth: That the Illinois Central depot in the said town of Barnum, as it now stands, situated on the north side of the side track, is not only a great inconvenience to the general public in getting goods to and from said depot, but by means of its location is considered dangerous to passengers in getting to and from trains, when side track is occupied by freight train. Therefore, we earnestly desire that the said railroad company remove said depot from the place where it now stands to the south side of main line of said railroad.

C. H. PIERCE,  
Mayor.

T. E. —, P. CONNORS,  
J. D. DWYER, WM. GERRITT,  
S. T. BRIGHAM, P. T. BURKE,  
Counsellmen.  
C. F. BRYANT,  
Recorder.

The same was forwarded to J. T. Harahan, second vice-president of Illinois Central railroad, with the request to "please investigate this matter at an early convenience and make such answer in the case as you may desire to file with the board." On October 24, 1894, Mr. Harahan says in reply:

CHICAGO, October 24, 1894.

Mr. W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Yours of October 18th with copy of a petition asking this company to move its station house across the tracks at Barnum received. I have replied to the petition substantially as follows: "I have considered the request to move Barnum station house to the south side of the main track. If I understand the situation, the main part of the town is on the north side of the railroad, the station house is north of the side track, and the side track north of the main track. In this position all freight for the town whether it goes through the freight house or into wagons from cars, can be taken away without crossing any track. This makes the present location best and safest for the freight business of the town. For passengers it is necessary now to cross the side track to reach the trains on the main track. If the house were moved, then all passengers would have to cross two tracks, one of which is the main track, to reach the house, so there would be an increase rather than decrease of danger to persons."

"There is, I understand, very little meeting of passenger and freight trains at Barnum, and hence only one train at a time to look out for."

"On the whole, I believe your town is served in a better and safer way than it would be if the station house were moved to the south side, and until the benefit of removal can be more clearly shown, I must decline to make the changes." Yours truly,

J. T. HARAHAN,  
Second Vice-President.

A copy of the above reply was forwarded Mr. Bryant upon its receipt and an immediate reply requested. Falling to hear from Mr. Bryant he was asked again on November 19th, December 21st and January 3d to file his reply or the conclusion of the council, of which he is the recorder, and under date of January 11, 1895, he says: "I have conferred with the mayor of this town and the sense of the interview is, that if the railroad company and its employees can stand the inconvenience of having the depot in this town situated off the main line, which is unlike that of any other town along the line, the citizens can endure it for a while longer and have decided to let the matter rest until such time as it will be necessary to make a change."

Such being the conclusion arrived at the case may be considered closed.

No. 59, 1895.

#### CITIZENS OF CERRO GORDO AND IOWA COUNTIES, IN PETITION FOR LOWER FREIGHT RATES.

Between the dates of October 25th and November 9, 1895, sixteen petitions from parties in Cerro Gordo and Iowa counties, signed by some 200 citizens of said counties, were filed with the board. Following is a copy of petition:

To the Board of Railroad Commissioners for the State of Iowa:

GENTLEMEN—We, the undersigned farmers and business men of Cerro Gordo county, Iowa, hereby respectfully represent that in our opinion railroad freight charges are too high, and impose severe burdens on us in the shipment of produce—now about one-third of the price of our grain is charged for shipment to Chicago, and like charges are imposed on us from Chicago or other points—and we respectfully ask your honorable board to revise and reduce the present schedules of freight rates so as to make them correspond in some measure to the current prices of products of the farm and in other lines.

The matter was taken up by the board for consideration, and the following was made a matter of record for answer:

To the Petitioners of Cerro Gordo and Other Counties:

November 11, 1895.

In the matter of freight rates:

The commissioners infer from the language used in the petition presented that the main cause of complaint is the rates on grain from your locality to Chicago, and other cities affording a market outside of this state. The board of railroad commissioners of this state have no jurisdiction or authority to fix rates upon interstate traffic, but are confined in that respect to shipments wholly within the state, or beginning and ending therein. In August, 1894, the principal trunk lines of railway crossing and doing business in this state filed a petition with the board, representing and stating that long experience had proven the schedule of rates adopted by the commissioners, and in force in this state, to be inadequate and unremunerative, and that it failed to yield said railways adequate compensation for the services rendered, and asked the board to increase the rates that might be charged in this state. It was quite well known at that time that owing to the failure of crops and business depression generally, that the railways in question had comparatively little traffic, and were suffering serious losses of revenue by reason thereof. Several hearings were had before the commissioners, and a large amount of evidence was submitted bearing upon the questions involved, and the board, after full consideration thereof, declined to authorize any increase in the local rates that might be charged in the state. That hearing made the commissioners quite familiar with the matter as to how the rates in force here upon local traffic would compare with those in force upon similar traffic in other and adjoining states, and unless in your judgment you have something in the way of evidence or argument to submit upon the question of such local rates being too high, that was not submitted at said former hearings, the commissioners would hardly think that the public interests would now require another hearing, with the object in view of a material reduction of such local rates, if that is what is sought to be accomplished by your petitions at this time. If, however, as the commissioners presume your object is, rather to obtain a reduction in the interstate rates now in force, an application should be made to the Interstate Commerce commission at Washington, D. C., under the provisions of what is known as the Interstate Commerce act. The commissioners of this state will be pleased to forward a copy of your petitions on file with them to the Interstate Commerce commission, and render you any assistance within their province to obtain a hearing of the matter before that tribunal, if you so desire.

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

Classification Case No 63.  
HERMAN & COWNIE, DES MOINES,

v.

Classification of dog skins.

WESTERN CLASSIFICATION ASSOCIATION.

September 15, 1894, Mr. Cowrie, of the firm of Herman & Cowrie, manufacturers of gloves in Des Moines, called the attention of a member of the board of commissioners to what he considered an unjust discrimination in the classification of dog skins, or rather a failure to classify them whereby they were rated as "other skins," the rate upon which was unreasonable, when compared with skins of like value, such as goat, hog, etc. He represented that dog skins were used largely by his firm for the same purpose as the goat and hog skins, and asked the aid of the commission in securing a like classification for them in the Western Classification for the reason that in bulk and value they were not unlike. Acting upon the request, the same day the following was sent to Mr. J. T. Ripley, chairman Western Classification Association, Chicago, Ill.

Mr. J. T. Ripley, Chairman Western Classification Association, Chicago, Ill.:

DEAR SIR—Messrs. Herman & Cowrie, glove manufacturers of this city, have called the attention of one of the members of this board to the fact that western classification does not mention dog skins, green, among other green hides that take third class rate, on page 66, and



ask that dog skins be included in third class rating. Will you kindly give this matter your early consideration and advise the commission of the result?

Very respectfully,

By order of the board.

W. W. AINSWORTH,  
Secretary.

No reply having been received on October 12th Mr. Ripley was asked, "please advise this office at an early convenience what conclusions you have reached in the matter of application for same rating on dog skins as applies on goat skins, to which, October 15th, Mr. R. says: "Petition for reduced rating on dog skins will be considered at our next meeting, called for November 1st."

As the result of this application of Mr. Cowrie, the issue of western classification No. 19, effective January 1, 1895, on page 35, classes "dog skins, green, in bundles, 3-5," which may be considered as satisfactorily closing the case.

No. 61, 1895.

P. G. ANDERSON & SON, MASON CITY,

v.

Omnibus rights and privileges.

CHICAGO, MILWAUKEE & ST. PAUL  
RAILWAY ET AL.

September 12, 1895, Messrs. P. G. Anderson & Son, of Mason City, submitted the following for the reply of the board:

MASON CITY, IOWA, September 10, 1895.

W. W. Ainsworth, Secretary Railroad Commission, Des Moines, Iowa:

"We have had a little difficulty with the railroad companies in regard to the hotel trade and therefore we appeal to you as the highest authority on such a question in the state, through whom we can get what is fair and right, and will ask you a few questions which we would be very much pleased to have you answer in regard to our trouble."

First.—Have we a right to get on the train at the junction or crossing, which is about 100 or 150 rods from the depot, to give the traveling men a small card advertising our hotel and its conveniences, when we do it peaceably without any disturbance or damage to the railroad company? We are willing to pay our fare if they ask for it. If we have not the right to do this, have we a right to go to the nearest railroad station and pay our fare to Mason City and distribute cards in the cars?

Second.—In regard to the bus line. The bus line here has handled the traveling public just as they pleased on account of the railroad company protecting them. There seems to be kind of a ring consisting of the railroad and the bus line, because there have been bus lines started here awhile ago, but the companies have ordered them out of their yards and they let us understand that they would do the same with us if we put a bus line on. The bus line carries transfer passengers for the railroad company, for which they use the bus for the other hotel; so it only takes one bus to carry the passengers for the other hotel, the bus they use being a large one. They are also running one bus for us, but we are having trouble nearly every day because the traveling men kick to us about the bus line not being run properly. Some told us it was a shame the way we were treated by them. They back the bus so that the door faces depot instead of the train. The express wagon is nearest the train, next the baggage wagon which the bus line runs, next the transfer and hotel bus, next our bus and the rest is filled up with 10-cent hacks. The question is, if we put a bus line on of our own can we take what place we want to if we get there first, or can the railroad throw us clear out of the yard? Have we not the same right the bus line or hack line has?

This may seem small to you, but it amounts to a good deal to us and to the traveling public. Would you kindly explain these things to us and let us know as soon as possible? We would a great deal rather the railroad companies would throw the bus lines out of the yards; then we would have no trouble with the bus lines, as we would put one on of our own. If there is any expense connected with this in order to find out what is right, we are perfectly willing to pay for it. Hoping to hear from you in regard to this matter as soon as possible.

Yours truly,

P. G. ANDERSON & SON.

To which the following reply was made:

September 17, 1895.

P. G. Anderson & Son, Mason City, Iowa:

GENTLEMEN—Yours of the 10th inst. previously acknowledged has been submitted to the commissioners. I am directed to reply as follows:

To your first question in relation to your right to get on at the junction mentioned; or at the first station out on the line and distribute cards advertising your hotel in the cars to the passengers, the courts have held that such a right does not exist. If one person must be allowed the privilege others could claim the same, and it might soon amount to such an annoyance to passengers that it would be the duty of the carrier to prevent the same. A leading authority upon the rights of carriers of passengers uses the following language upon the subject.

"A carrier is not bound to give passage to a person who desires to use the facilities which such passage afford for trafficking purposes of his own; any other rule would be demoralizing to good management."

As to your second question in relation to privileges granted at depot or station grounds to owners of omnibuses or hacks, the subject has been before the commissioners at different times.

In one case a rule of a railway company governing its agents was brought to the attention of the commissioners, and it was set out in the decision rendered and language used as follows in relation to the same:

"They will regulate the places where hacks, omnibuses and other vehicles shall be allowed to stand and where the drivers thereof, and persons representing hotels, or other persons not in the employ of the company shall remain while on the company's premises, and any person not conforming to such regulations will be removed. This rule if properly applied does not seem unreasonable. In its application, care should be exercised to the end that competing omnibus lines be placed as nearly upon an equality as the surrounding conditions will reasonably admit of. The safety and comfort of passengers demand proper control by the railway company over hackmen and runners plying their vocations on the station grounds and platforms, and to prevent friction and discord it is a reasonable regulation to designate the space in which omnibuses may back up or stand."

In a later case, and the last one in which the board had the question before them, language was used in referring to the law governing the matter, as follows:

"Railway companies are required by law to see that their depots and station grounds are rendered safe and reasonably comfortable for their passengers, and have the right to adopt and enforce regulations, reasonable and necessary, to accomplish those ends; and have the right to impose such restrictions upon third persons as to admission to such grounds as the convenience of their business and the comfort of their passengers may be thought to require. A leading text writer and authority upon the subject under consideration, in stating the law applicable thereto, has used language as follows: 'Such regulations, however, must be general and impartial, and no superintendent or other officer of the road will be justified in arbitrarily ordering a person to leave such premises merely because such superintendent or officer has become offended at his conduct to himself, or for a supposed violation of some rule of the company of which the person had never in fact been guilty.' \* \* \* Thus where the frequenting of hotel keepers or their servants at such depots, in order to solicit patronage to go to their hotels, is an annoyance to the passengers, or occasions an interruption or hindrance to the company's business, the superintendent or other officers in charge may make a regulation to prohibit it. And so he may prohibit the entrance of hacks, omnibuses and other vehicles into such grounds by a general rule for that purpose. The station is the private property of the company, subject to the right of the public to enter it for the purpose of travel upon the road, or to receive or send their goods by it, or to transact other legitimate business there; but the privilege to enter for any other purpose is subject to the control of the company, and if, after notice of such prohibition, such persons enter upon the forbidden ground and refuse to leave when ordered to do so, they may be forcibly ejected by the company. But the law will not permit undue or unreasonable preference to be given in the right to be admitted upon such grounds, among those who conduct themselves in an orderly manner, nor will exclusive privileges be allowed to some in plying their business there which are denied to others."

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

No. 62, 1895.

ROLF AYE, GRUNDY CENTER,

V.

Excessive freight charges.

BURLINGTON, CEDAR RAPIDS &amp; NORTHERN RAILWAY.

September 14, 1895, Rolf Aye addressed the following to this office:

W. W. Almsworth, Secretary, etc., Des Moines, Iowa:

DEAR SIR—Enclosed please find a freight bill for 4,300 pounds timothy seed shipped from Grundy Center, Iowa, to Bloomington, Ill.

Before I shipped the seed, I went to our agent here and asked him what the rate was. He said he did not know, but was quite sure it would be Chicago rate, which is 42 cents, but he would write and find out. I waited for a week or more, but was not able to get a rate. Mr. Fremont, the miller at Bloomington, wanted the seed, and so I shipped it, thinking it surely would not be more than the 42-cent Chicago rate. The agent here billed the seed from here over the Burlington, Cedar Rapids & Northern, to Independence, Iowa, and from there to Bloomington, Ill.; and here is what they charge me, \$26.05 on 4,300 pounds timothy seed. I don't see how we can do any business when we have to give nearly all to the railway company. I have been in business here for eighteen years, and have paid some high rates of freight here, and never made any complaint yet, but this it seems to me is more than I am able to stand. If this is just and right, let me know; if not, I trust you will be able to have it made just and right, for that is all I ask. It seems to me they shipped it a roundabout way, in order to get the charges as large as they possibly could. Trusting that you will investigate this matter and let me know, I am,

Very truly yours,

ROLF AYE.

Mr. Aye was informed that this was an interstate shipment, but in accordance with the practice of this board, the complaint was forwarded to President C. J. Ives, of the Burlington, Cedar Rapids & Northern, asking him to make such reply as may seem warranted by the facts in the case, and October 3d Mr. Ives filed the following as his reply:

CEDAR RAPIDS, IOWA, October 2, 1895.

Mr. W. W. Almsworth, Secretary Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIR—Replying to yours of September 17, enclosing complaint from Rolf Aye, of Grundy Center, Iowa, I enclose you explanation of these charges, as given by our general freight agent, Mr. T. H. Simmons, and which I trust will be satisfactory.

Yours truly,

C. J. IVES,

President.

CEDAR RAPIDS, IOWA, September 27, 1895.

Mr. C. J. Ives, President, Burlington:

DEAR SIR—Returning herewith letter from W. W. Almsworth, which you referred to me for investigation relative to a complaint entered by Mr. Rolf Aye, of Grundy Center, Iowa, regarding a shipment of timothy seed from Grundy Center to Bloomington, Ill.

Our agent at Grundy Center advises me that when Mr. Aye asked for the rate to Bloomington he told him he would take the matter up with this office, but thought it would be the same as Chicago. We do not, however, apply Chicago rates from Grundy Center to Bloomington, and our agent was quoted the local rate from Peoria, which he in turn named Mr. Aye. But when billing instructions were furnished by the consignees they instructed the shipment routed via the Illinois Central, and it was accordingly billed from Grundy Center to Independence, in care of the Illinois Central at that point. This, however, was in error, as delivery should have been made to the Illinois Central at Cedar Rapids, the combination of the two routes via that point being less than via Independence. Our rate from Grundy Center to Cedar Rapids is 15.07 cents per 100 lbs., while the rate from Cedar Rapids to Bloomington is 30 cents per 100, making a through rate of 45.07 cents per 100 lbs. This is the lowest through rate that can be obtained on timothy seed, L. C. L., from Grundy Center to Bloomington in connection with the Illinois Central railway, and Mr. Aye has been overcharged to the extent of 4.82 cents per 100 lbs., and if claim is presented by him we will promptly adjust the overcharge in question. Yours truly,

T. H. SIMMONS.

Mr. Aye was notified of the disposition of Mr. Simmons to refund the overcharge, and he was from time to time asked if his claim had been adjusted, and on October 25th he says: "I have received check for \$2.15, which will settle this matter."

No. 63, 1895.

J. H. SIMPSON, ROCK VALLEY,

V.

CHICAGO, MILWAUKEE &amp; ST. PAUL RAILWAY COMPANY.

Highway crossing.

September 19, 1895, J. H. Simpson, member of the board of supervisors of Sioux county, filed the following complaint:

ROCK VALLEY, IOWA, September 18, 1895.

W. W. Almsworth, Secretary Iowa Railway Commission:

DEAR SIR—I wish to call attention to the failure of the Chicago, Milwaukee & St. Paul railroad to furnish a crossing for the highway across their line on the section line between sections three (3) and ten (10), township 97, range 47 west, and ask that your commission take necessary steps to secure such. This is a regularly laid out highway opened and used by the public. The railway company has had notice given them several times to open this crossing, but have entirely failed to give any due attention.

I make this complaint at the instance of citizens interested and of the county board of supervisors and the county attorney.

J. H. SIMPSON,

Member of the Board of Supervisors of Sioux County, Iowa.

The case was taken up with General Manager A. J. Earling and his answer requested, to which, October 8th, he says: "In reply to your letter of September 27th, I beg to say that the grading for the highway crossing near Rock Valley, referred to in your letter, was constructed for some time ago and is now being done, to the satisfaction of the board of supervisors of Sioux county." For the reason of the foregoing assurance from Mr. Earling the case is closed.

No. 64, 1895.

M. LINGHAM, VAN CLEVE,

V.

IOWA CENTRAL RAILWAY COMPANY.

Leakage of oil in transit.

September 28, 1895, the following letter was received:

VAN CLEVE, IOWA, September 26, 1895.

Railroad Commissioners, Des Moines, Iowa:

GENTLEMEN—I ask you for information. My case is as follows: I had a barrel of machine oil shipped from Des Moines via Grinnell. On arrival I did not take it away, and the agent of the Iowa Central railroad at this station did not put it in the freight house, but left it on the platform. Some one bored two holes in the barrel and forty-three gallons oil run out and wasted. Now, the railroad company refuses to pay me; they say they are not responsible for oil. Please give me your opinion if I can recover pay for oil, and how to proceed.

Yours truly,

M. LINGHAM,

And herewith is the reply sent:

October 10, 1895.

M. Lingham Esq., Van Cleve, Iowa:

DEAR SIR—Yours of the 26th ult. has been submitted to the commissioners. You do not state in your letter how long the oil was on the platform after its arrival, or after you had





or companies to erect elevators to receive such grain and facilitate the loading thereof into cars it has no right to unnecessarily discriminate in the granting of such privileges, or to unnecessarily or improperly create a monopoly of the same. If, as you state, by the action of the railway company such a monopoly has been created at Pilot Mound, and no competition now exists in the buying of grain at that place by reason of the elevators there being now all owned or controlled by one person or company, and the company have ground at such station available and proper for another elevator and the public interests require that another one should be allowed there and that privilege is refused by the railway company, you could apply to the commissioners by a petition setting forth the facts as you claim them to be, and they would then investigate the matter, after proper notice to the company, and if in their judgment on the facts as they found them to exist, it should be the duty of the company to furnish you such a site for an elevator there, they would so inform the railway company. All the parties interested would have an opportunity to be heard upon such a question.

As to whether or not the junction, or point two miles south of Pilot Mound is such a station, as would make it the duty of the company to allow an elevator there, the commissioners are not sufficiently informed as to the situation there to make any answer.

Without knowing more of the facts and circumstances than are set forth in your letter the commissioners would not advise you to erect an elevator on your own ground without any prior agreement or understanding with the proper official of the railway company in relation to furnishing cars to ship grain from the same. Your rights under the law as it now exists in their judgment would be too uncertain to justify such an undertaking.

Very respectfully yours,

By order of the board,

W. W. AINSWORTH,  
Secretary.

No. 67, 1895.

C. S. LIEFFERTS, COUNCIL BLUFFS,

Demurrage.

The following inquiry was placed on file October 11, 1895, and is given with the reply herewith:

COUNCIL BLUFFS, IOWA, October 10, 1895.

W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—I would very much like to know if your board has ever regulated railroad demurrage charges, or is the matter left to the railroad company to charge what they please? If there is any regulation in the matter, will you kindly let me know?

An early reply will greatly oblige me. Very truly,

C. S. LIEFFERTS.

DES MOINES, IOWA, October 26, 1895.

C. S. Liefferts, Esq., Council Bluffs, Iowa:

DEAR SIR—Answering yours of the 19th inst., the board did at one time have the matter to which you refer before them, and you will find on page 783 of the report of this board for 1895, a discussion of that case. Copy of the report referred to is sent you to-day.

The railroad companies have fixed in their tariffs a charge of \$1 per day of twenty-four hours after forty-eight hours, and so far as advised, the commissioners do not regard that as an unreasonable charge. Very respectfully yours,

By order of the board,

W. W. AINSWORTH,  
Secretary.

No. 68, 1895.

THOMAS REILLY, BLENCOE,

V.

Failure to furnish cars.

SIoux CITY & PACIFIC RAILROAD COMPANY.

Under date of October 16, 1895, Thomas Reilly, of Blencoe, says:

Secretary Iowa Railroad Commission:

DEAR SIR—I want to ship hay to Sioux City, and I have orders at fair prices to send hay to that city; but on application to the railroad agent here for cars, he informs me that the company will not allow all cars to be loaded for that point. Kindly have the honorable board of

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railroad commissioners look the matter up. I know there are instances of hay being sent there and resold to go over other roads, and that is the objection the company has; but hay I want to send is for Sioux City parties, and will be unloaded on arrival there, so that I cannot see how the Sioux City & Pacific railroad is justified in refusing me cars.

Yours truly,

TOM REILLY.

The same was sent to H. G. Burt, general manager of respondent company, and his early answer requested, to which on October 23d C. F. Redington, secretary, writes as follows:

I have your favor of the 21st inst., referring to the complaint of Mr. Tom Reilly, of Blencoe, Iowa, in relation to his inability to secure cars for shipments of hay from Blencoe to Sioux City. This matter has been taken up with our division superintendent, and I will advise you result of my investigation just as early as possible. While it is true that we have been having some little trouble in getting a sufficient supply of cars to accommodate all of our customers, I do not think that Mr. Reilly has any just cause for complaint.

Mr. Burt is absent from home, and will not return for a week or more, and the above is sent for your information.

Mr. Reilly was immediately advised of the position taken by Mr. Burt's secretary and upon the return of Mr. Burt he filed the following answer which seems to have so much the spirit of fairness and reason that it may be considered as closing this case:

OMAHA, Neb., November 8, 1895.

To the Honorable Board of Railroad Commissioners of Iowa, Des Moines, Iowa:

GENTLEMEN—Replying to your favor of the 21st ultimo, forwarding copy of complaint made by Mr. Tom Reilly, of Blencoe, in regard to cars for shipments of hay to Sioux City. I and upon investigating this matter carefully that Mr. Reilly has never shipped but one car of hay to Sioux City, which was forwarded on the 18th of September, 1895.

At the time he was refused cars, I learn that the market at Sioux City was over stocked, and it was impossible to have the cars unloaded promptly. Some of them were detained on track from one to two weeks, and in one case three weeks before we could be furnished with disposition. It was for this reason that Mr. Reilly was notified that we could not furnish any more cars for hay destined to Sioux City, until cars that were then on track were relieved. On the 23d instant, Mr. Reilly was notified by our agent at Blencoe that we could again furnish cars for hay for Sioux City. Yours truly,

H. G. BURT,  
General Manager.

No. 69, 1895.

DES MOINES NORTHERN & WESTERN RAILWAY COMPANY,

V.

Refusal to switch.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

Under date of October 19th J. N. Tittlemore, general freight agent of plaintiff road, filed the following complaint:

W. W. Ainsworth, Iowa Railroad Commission:

DES MOINES, October 19, 1895.

DEAR SIR—Our company set two cars of hard coal for Charles Boffin on the Chicago & North-Western railway transfer track at Jefferson last night.

This morning the Chicago & Northwestern railway refuse to switch cars to Mr. Boffin's coal house on their tracks, within the city limits of Jefferson.

Will you please advise me if the law of Iowa sanctions this action. If so, we will consider the matter settled. If not, I would respectfully suggest that your honorable board of railroad commissioners telegraph the vice-president of the Chicago & North-Western railway at Chicago, requesting that the cars be switched.

Very respectfully,

J. N. TITTEMORE,  
General Freight Agent.



Mr. Tittlemore's complaint was forwarded on the same day to W. H. Newman, vice-president of the Chicago & North-Western railway, and he was requested to "telegraph answer." This he failed to do but under date of November 2d says:

Your letter of the 19th, about two cars of coal at Jefferson, was, on receipt, promptly forwarded for investigation, and reply to you has been delayed by my absence at the St. Louis meeting. On my return I find that the cars referred to have been delivered to the consignee, wagons, I believe, being used for that purpose.

Mr. Tittlemore was furnished copy of Mr. Newman's reply on November 4th and as no response has been received up to December 1st from Mr. Tittlemore it may be presumed the difficulties are amicably adjusted and the case is closed.

No. 70, 1895.

E. M. WAYNE, WOOLSTOCK,

V.

CHICAGO & NORTH-WESTERN RAILWAY COMPANY.

Failure to furnish cars.

Under date of October 28, 1895, E. M. Wayne, of Woolstock, made complaint to this board of what he considered unjust discrimination against him and the town of Woolstock in furnishing cars for the transportation of grain, alleging that Webster City, eight miles south of them, had all the cars they can use and more than they wanted. Upon receipt of Mr. Wayne's complaint it was sent Mr. Whitman, as follows:

October 30, 1895.

J. M. Whitman, Esq., General Manager Chicago & North-Western Railway Company, Chicago, Ill.:

DEAR SIR—This office is in receipt of a communication dated October 28th, from E. M. Wayne, grain dealer, Woolstock, eight miles north of Webster City, who complains of his inability to get cars for shipment of his grain, while, according to his statement, "Webster City has plenty of cars, in fact more cars than they are using."

Will you have the kindness to give this matter your early consideration and reply?

To which Mr. Whitman says:

CHICAGO, November 13, 1895.

W. W. Ainsworth, Secretary Board of Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—In reply to your letter of October 30th, referring to a report made by E. M. Wayne, a grain dealer at Woolstock, Iowa, of his inability to secure cars for shipment of grain:

On October 25th, 26th and 28th the elevators and grain warehouses on the west end of the northern Iowa division became so nearly filled with grain that it was necessary for us to divert all our cars to that locality in order that the receipt of grain from the farmers need not be stopped. With this single exception of the three days named Mr. Wayne has been furnished with all of the cars that he has called for, and has been furnished with very great promptness. He has no reasonable ground for complaint.

Very truly,

J. M. WHITMAN,  
General Manager.

The explanation of Mr. Whitman being such as to convince the commissioners that it was his intention to treat the patrons of his lines fairly and furnish them the best facilities possible under the extra pressure for cars, the following was addressed Mr. Wayne, which may be considered as closing the case:

DEAR SIR—Upon receipt of your complaint alleging inability to secure Chicago & North-Western cars, the matter was taken up by the commissioners with the general manager of the company, Mr. J. M. Whitman. His reply was received November 14th, and inasmuch as it

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indicated that your immediate wants had received attention, and also because of the fact that the attention of the office has been required upon the annual report now in process of completion, answer has not been forwarded to you. Unless you are heard from immediately to the contrary, the commissioners will regard your case as satisfactorily closed.

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

No. 71, 1895.

W. J. PALM, GRUNDY CENTER,

V.

BURLINGTON, CEDAR RAPIDS & NORTH-EASTERN RAILWAY.

Interstate rates on coal.

October 30, 1895, the following was filed in the office of the commissioners:

GRUNDY CENTER, Iowa, October 28th.

Interstate Railway Commission, Des Moines, Iowa:

DEAR SIR—Are our interstate laws any good? If so, how is it that the coal costs us (freight) from Chicago \$2 per ton while coal that passes on through 140 miles is charged \$1.75 a ton? This is a sample case only of discrimination.

Very truly,

W. J. PALM.

Mr. Palm's complaint was forwarded to President C. J. Ives, with request that he investigate and reply, to which he says:

"Yours of October 28th, with copy of complaint of Mr. W. J. Palm of Grundy Center, has been investigated, and we will have to have a much more specific statement of Mr. Palm's complaint, before any action can be taken thereon. There being no rate on our line of \$1.75 per ton on coal from Chicago to any point 140 miles west of Grundy Center. Mr. Palm may have read in newspapers about low rates to Missouri river points and elsewhere, but we are not involved in such rates, and we must have a more specific statement from Mr. Palm before we can answer the complaint."

Copy of Mr. Ives' reply was sent to Mr. Palm with the request: "If there is anything further which you desire to communicate to the board in this matter kindly file at an early convenience." Nothing further having been received from Mr. Palm, the case is closed.

No. 72, 1895.

D. F. WHITE, GRINNELL,

V.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY.

Excessive passenger fare—ten cents extra.

November 4, 1895, the following was received at this office:

GRINNELL, Iowa, October 30, 1895.

J. W. Lusk, Railroad Commissioner of Iowa, Des Moines, Iowa:

DEAR SIR—I write you this morning to find out whether a passenger has any rights on the Chicago, Rock Island & Pacific railway passenger trains which they are bound to respect. Yesterday morning I went to the ticket office at this place to get a ticket to Newton, Iowa. The office was open, but the ticket agent was not there nor did he put in an appearance at all. The train pulled out, I got on, the conductor came around and I informed him I was unable to get a ticket because the agent wasn't in the office and I offered him the regular fare, 60 cents, to Newton, but he would not take it, saying the rules of the road was to pay 10 cents extra. Is there a law in Iowa limiting the roads of Iowa to charge 3 cents per mile? If so, can they charge 10 cents above the 3 cents a mile, when a passenger has no opportunity to purchase a ticket? I have repeatedly paid 10 cents extra because I could not get a ticket, and wish to

know what rights, if any, I have in this matter. The conductor threatened to put me off the train. He finally said if I would buy a ticket when we got to Newton, back to Grinnell for him, he would let me ride. I did so and got through all right. Some say there is no law controlling them and that the railroads brought the fare to 3 cents per mile themselves. Is this so? By kindly giving me the information you will greatly oblige.

Yours truly,

D. F. WHITE.

P. S.—As I am on the road most of the time, I wish to know something about my rights.

Following is the reply directed:

F. White, Esq., Grinnell, Iowa:

DEAR SIR—Yours of October 30th to Commissioner Luke has been received and submitted to the commissioners.

I am directed to reply as follows: The statutes of this state, after providing for the rate that may be charged for passenger fares have this provision: "A charge of ten cents may be added to the fare of any passenger when the same is paid upon the cars, if a ticket might have been procured within a reasonable time before the departure of the train."

This statutory provision and digest of the decisions of the supreme court on the construction of the same, can be found on page 92 of the Statutes of Iowa Relating to Railways, which is sent you under another cover.

The same matter has also been before the commissioners in several cases and in their report for 1891, pages 779 to 782, which is also sent you, you will find the law quoted and some of the decisions of the supreme court more at length. From those documents sent you, you can probably derive the information you seek. If you fail to do so, however, you can at your pleasure further communicate with the board.

Very respectfully yours,

W. W. AINSWORTH.

By order of the board.

Secretary.

No. 73, 1895.

ALONZO STRINGHAM, KELLERTON,

V.

Personal injury.

CHICAGO, BURLINGTON & QUINCY RAILROAD.

November 2, 1895, the following was received at the office:

KELLERTON, Ringgold County, Iowa, October 31, 1895.

To the State Railroad Commissioners of Iowa, at Des Moines:

DEAR SIR—On the 14th of August last, I being employed as a section hand on the Chicago, Burlington & Quincy railroad; my leg was broken through the neglect and mismanagement of said company and others of its employees.

I notified the company of my injury and the incidents pertaining thereto and claimed \$5,000 for same.

They have paid no attention to the matter. It has been near a month and a half since I wrote them, and I now most respectfully request that you have them make answer to my letter at once. Yours very respectfully,

ALONZO STRINGHAM.

To which this reply was made:

November 7, 1895.

Alonzo Stringham, Esq., Kellerton, Iowa:

DEAR SIR—Yours of the 14th ult. has been received and submitted to the commissioners.

I am directed to say in reply that your claim is one for damages, and not of such a nature as to properly come before them. Your remedy is properly in the courts, as the commissioners have no authority under the law to render a judgment that would afford you relief.

Very respectfully yours,

W. W. AINSWORTH.

By order of the board.

Secretary.

No. 74, 1895.

P. CALLOWAY, ATLANTIC,

V.

Stockyard privileges.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY.

The following communication was received at the office November 12, 1895:

ATLANTIC, Nov. 11, 1895.

To the Railroad Commissioners:

GENTLEMEN—There are stockyards built in the city of Atlantic, adjacent to the track, for the purpose of loading and unloading live stock. Now, gentlemen, there are certain buyers and shippers here who own lots near and adjacent to the said stockyards, and they object to we who don't own lots so situated from using said yards. The vacancy is all taken close around the yards, and there is no opportunity of ingress and egress to said yards unless going over this private property. Why is it that all along the road in other places there are scales put in by the company for use of shippers and nothing done here? We want to use these yards as is done elsewhere along the road, or know why we are prevented. We either have to drive out in the country, under the present arrangement, to yard our stock, or we will have to quit the business. We want what they have elsewhere, and appeal to you.

Respectfully yours, (Signed)

DR. P. CALLOWAY.

I have shipped for twenty-one years over this road.

The above letter seeming to lack definiteness in its nature, the following was addressed Dr. Calloway:

DEAR SIR—The commissioners have yours of the 18th inst. in which you refer to the matter of the stockyards at Atlantic, but they are a little uncertain as to your meaning and take the liberty to make further inquiry in regard to the matter. You say: "There are stockyards built in the city of Atlantic, Iowa, adjacent to the track for the purpose of loading and unloading live stock. Now gentlemen there are certain buyers and shippers here who own lots near and adjacent to the stockyards, and they object to we who don't own lots so situated, from using said yards."

Will you have the kindness to say whether the stock yards are built and owned by the railway company or by private individuals? If they are railroad stockyards it would appear, from your letter that your difficulty was in matter of approach to said yards. In other words the commissioners want clearly to know whether your trouble is with the railroad company or with the land owners who own the lots situated near and adjacent to the stockyards. Upon receipt of further information more clearly defining the situation, the commissioners will take the matter up with the railway company, if it appears that they have in any way been remiss in their duty to the public. Very respectfully yours,

W. W. AINSWORTH.

Secretary.

In reply to the above Dr. Calloway says:

ATLANTIC, Iowa, November 13, 1895.

Railroad Commissioners of Iowa:

GENTLEMEN—Yours received to-day. What we want to know and all we wish to know is, whether we are entitled to same use of the yards here as the shippers have elsewhere. If not, we want the reason why. Why should the railroad put in scales at many places and close around here too and at the same time try to stop us even from using their yards, as they do at these other places all along the road. As we are situated at present all the ground convenient to railroad stockyards is taken but we do not propose to go out in country to build for sake of carrying on business. Now, will we have the same right, they have at other places along the line where scales are put in by the railroad and lots and conveniences of all kinds furnished or not? This is what we want to know. There must be some object or scales would be in all yards if in any. Certainly there is room for other shippers to build scales and yards if there is for us. Respectfully,

DR. P. CALLOWAY.

The above reply seemed to call for this further inquiry:

Dr. P. Calloway, Atlantic, Iowa:

DEAR SIR—Your second communication, bearing date November 13th, in reference to stockyards, scales etc., has been received. In reply thereto, I am directed to say that in yours of the 13th you make this statement:



"What we want to know, and all we wish to know, is, whether we are entitled to the same use of these yards here as the shippers have elsewhere?"

In the board's letter of November 13th they asked you "whether the stockyards are built and owned by the railroad company or by private individuals?" This question you do not answer. Will you have the kindness to do so?

Further, in the board's letter of November 12th, the commissioners say that they "want clearly to know whether your trouble is with the railway company or with land owners (other than the railway company) who own the lots situated near and adjacent to the said stockyards?" Will you also please answer this question?

Direct answers to the above will place the commissioners in possession of information which will aid them in determining what steps to take to correct any evils that may exist. The matter of the erection and use of track scales will be further considered by the board.

To which he replies:

ATLANTIC, Iowa, November 15, 1895.

Railroad Commissioners Iowa:

DEAR SIR:—We do not know how to explain more definitely to you than was in last letter. Now, will you please determine, if you desire to, whether we are entitled to same privileges of the railroad yards as other shippers have along the line. We do not ask for scales, but only ask to use these yards the same as other shippers do at other points, or we desire to know the reason why. We only mentioned scales as being put in at other points in railroad yards for the benefit of shippers. As I have been shipping from here on Rock Island for twenty-one years steady, I believe I am entitled by this time to all privileges that other shippers have along the road. Now, can you understand? Certainly, the yards belong to railroad. Respectfully,

DR. P. CALLOWAY.

So far as the commissioners were able to understand the existing conditions, the following solution or explanation was sent Dr. Calloway, which may be considered as closing the case without prejudice:

November 22, 1895.

Dr. P. Calloway, Atlantic, Iowa:

DEAR SIR:—Yours of the 13th inst. and prior letters have been submitted to the commissioners, and I am directed to reply as follows:

It is the duty of the railway company as a common carrier to provide proper and reasonable station facilities, such as platforms, warehouses, approaches and the like, and in the case of a carrier of live stock, it includes the furnishing of proper yards, gates and other appliances necessary to enable the stock to be received, loaded, unloaded and delivered to the consignee. If you are a shipper of live stock you are entitled to such facilities. If you are denied them you have a just cause of complaint. Your question "whether you are entitled to same privileges of the railroad yards as other shippers have along the line" is too broad and indefinite to admit of a direct answer. You are entitled to all the facilities that the law requires the railroad company to furnish and no other. You do not inform the commissioners as to what facilities or privileges are denied to you that you claim are furnished to other shippers along the line. Your legal rights are not necessarily gauged or measured by what the company may do for others, if no right of yours is violated thereby. The company has no right to discriminate against you, or to give any preference or advantage to any other person in the way of furnishing or refusing to furnish proper facilities that the law requires for doing business with the public along its line of railway. It is not required to furnish yards for feeding purposes for stock. Respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

No. 75, 1895.

HAMBLETON MILLING COMPANY, KEOKUK,

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY.

September 26, 1895, the Hambleton Milling company, of Keokuk, addressed the board as follows:

KEOKUK, Iowa, September 25, 1895.

Honorable Board of Railway Commissioners, Des Moines Iowa:

GENTLEMEN:—We beg to advise you that we have quite a good deal of grain, oats and wheat, bought up on the Rock Island road from such points as Exira, Adair, Casey, Guthrie

Center, Marne, Atlantic, Anita, Dexter, and we have the same billed to Keokuk, and desire to turn the cars over to connecting roads, principally the Wabash road, to go to an elevator in Illinois. The cars are returned to the Rock Island practically within forty-eight to sixty hours afterwards. The Rock Island road gets its wheeled on same for the distance, but it is the same old story cropped up again with this road that they do not want to haul this grain to Keokuk, as they prefer to have it sent to Chicago, as it makes their earnings larger, and they have become so obstinate that they are trying to divert shipments from Keokuk. They compel us to transfer the grain here at Keokuk, and under the laws of the state are we not entitled to this privilege to allow this interchange of cars to be carried through between the different roads? Your cooperation in the matter is what we desire to aid us in this matter. We are informed by the employees of this road that they have more empty cars than they know what to do with, and with this, statements of the officials of the road at Chicago claiming that they are short of cars as an excuse for their conduct, but it is only a pretext. We think some pressure ought to be brought to bear upon them, causing them to rescind from this action. We pray your honorable body to aid us in this matter if you can do so.

We are just in receipt of a message from Mr. C. N. Gilmore, of Des Moines, Iowa, as follows: "I am carrying out instructions from our Chicago office about transferring all our cars loaded with grain to be delivered to connecting lines." Awaiting your reply to this, and trusting it will be a favorable one, we beg to remain

Yours truly,

HAMBLETON MILLING CO.,  
By C. H. Lease, Secretary.

Following is reply sent the milling company and also the suggestions sent Mr. Truesdale, general manager, both of which are given, together with other correspondence, to show the effort made by the board to adjust the case with the least friction:

October 10, 1895

Hambleton Milling Co., Keokuk, Iowa:

GENTLEMEN:—Yours of the 23rd ult. in relation to transfer of grain, etc., was duly received and has been submitted to the commissioners.

Under the law as construed by the courts it is probable that the railway company cannot be compelled to allow their cars to go off their own line. The matter will be taken up with the company, and you will be informed as to the position assumed in the matter, at soon as a reply is received. Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

October 10, 1895.

W. H. Truesdale, Vice-President and General Manager Chicago, Rock Island & Pacific Railway Company, Chicago, Ill.:

DEAR SIR:—A communication was recently received at this office from the Hambleton Milling Co., of Keokuk, Iowa, complaining of the inconvenience and expense caused by reason of the required transfer of grain in car loads received over your line from points in this state, to other cars, when they desire to ship the same over the Wabash principally to an elevator in Illinois. They claim your cars would be returned with 48 to 60 hours after leaving Keokuk. The commissioners understand that you cannot be compelled to send your cars off your own line and if needed in traffic on your own lines can see why you should refuse to allow them to go for any considerable time. But if not so needed can you not do something for this business at Keokuk to remedy the matter complained of? The commissioners would be pleased to hear from you in relation to the matter.

Very respectfully yours,

W. W. AINSWORTH,  
Secretary.

By order of the board.

Following will be found the replies of parties addressed:

KEOKUK, Iowa, October 12, 1895.

Mr. W. W. Ainsworth, Secretary Iowa Board of Railway Commissioners, Des Moines, Iowa:

DEAR SIR:—We are in receipt of your favor of the 10th, and the same has been noted in relation to the transferring of grain here at Keokuk, etc., and we note your remarks that you do not think that under the laws as construed by the courts that we could force the Rock Island to exchange their cars with the Wabash road here at Keokuk on recognized business, but that they could compel us to transfer this grain. We will cite forth a parallel case to-day with them. They are allowing us to change billing on their cars at Keokuk and deliver the same to the St. Louis, Keokuk & Northwestern, yet will not make this exchange with the Wabash, and they have been hindering our shipments up in the state all they possibly could, and simply because if the grain was to go to Chicago it would make their earnings some more.

and they even demand us to furnish foreign cars for this business, and we have given them to the extent of about fifty (50) cars for the same, and to-day these cars are coming back used for other business instead of our own, and diverted to the St. Louis line here at Keokuk instead of to the Wabash. This shows a direct discrimination, and we desire your co-operation in this matter to get the same abridged. These cars that we deliver to the Wabash are returned in practically forty-eight hours after being received, and the Rock Island get their mileage on same and about \$2, or a good round revenue for them. They certainly should be fair at least in this matter. \* \* \*

Thanking you in advance for this courtesy, we beg to remain,

Yours very respectfully,

HAMBLETON MILLING CO.,  
By C. H. LENS, Secretary.

CHICAGO, Ill., October 12, 1895.

W. W. AINSWORTH, Secretary Railway Commissioners, Des Moines, Iowa:

DEAR SIR—Answering yours of the 10th inst., covering complaint from the Hambleton Milling company at Keokuk, that we require them to transfer at Keokuk grain loaded in our cars going to Decatur, Ill., or points east thereof.

In reply to their complaint I beg to say that we gave the matter of permitting some of our cars to run to Decatur, to be unloaded there, a fair trial, and instead of them being returned in from forty-eight to sixty hours, they were from four to six days getting back to us. Finding this to be the case, we took up the matter with the milling company, and insisted upon their transferring the grain at Keokuk. They seemed perfectly willing to do this, and have so advised us in several letters, stating that they had made ample arrangements to make a prompt transfer, and we believe the business should be handled in this way.

We are getting quite short of cars in different directions, and we cannot permit our cars to go off our line of road any more than we can possibly avoid, where they will be delayed, as they would be in case we should comply with the request of these people and let them run to Decatur. Yours truly,

W. H. TRUESDALE,  
Vice-President and General Manager.

Between the dates last mentioned (October 12th) and November 27th a very large amount of correspondence was received from the milling company, and also from Mr. Truesdale, but not such as would be of special interest to the public, and is therefore omitted.

Mr. Truesdale says in his of November 16th: "I have instructed our car service agent \* \* \* to furnish our own cars only whenever wanted for Keokuk loading;" and the milling company have said: "We will transfer grain at Keokuk when received." For this reason the following was directed sent, which may be considered as closing the case:

November 27, 1895.

Hambleton Milling Company, Keokuk, Iowa:

EXCELLENCE—Yours of the 23d inst. has been received and submitted to the commissioners. I am instructed to say in reply that the present situation or condition of your matter seems to be substantially this, from the latest statements submitted: Mr. Truesdale, vice-president and general manager of the railway company, says in his of the 16th inst. that he has instructed the car service agent, Mr. Drew, to furnish the cars of that company whenever wanted for Keokuk loading, and you say in yours of the 23d inst.: "We will not object to using their cars and will transfer the same here at Keokuk."

Now if they fail or refuse to furnish you such cars, without legal excuse, you will have a good cause of complaint to submit to the commissioners, and if you will report to them any such refusal on the part of said company, with as detailed a statement of the facts as is practical to give under the circumstances, they will promptly take it up and perform their duty in the premises.

With the matter of the company allowing their cars to go off their own lines, the commissioners would not be authorized to act. Very respectfully yours,

By order of the board.

W. W. AINSWORTH,  
Secretary.

No. 76, 1895.

B. F. WARFEL, WASHINGTON,

v.

CHICAGO, ROCK ISLAND & PACIFIC RAILWAY.

Farm under-crossing.

On May 1, 1895, there was received by the board a communication from B. F. Warfel, of Washington, Iowa, asking an order for a crossing on his farm between his pastures, so as to permit his stock to pass back and forth at their will, and stating that one of his pastures had water, the other on the opposite side of the railway has none; that at one time there were some small bridges under which the cattle could very easily pass, but these have been filled up by the railroad company, making it very inconvenient, and at times he could not use one of the pastures at all.

On May 3, 1895, the secretary sent Mr. Warfel a copy of the statutes of Iowa relating to railways, and also copies of certain reports of this board, and wrote him, calling attention to pages on which the subject of "crossings" is discussed, and requesting response.

On May 8, 1895, a reply was received from Mr. Warfel, giving the numbers of the lands affected, and adding: "The railway runs almost due east and west, throwing about 90 acres on the north side; the balance of the 160 acres on the south. The branch and springs on which I have depended for stock water are on that part lying south of the railroad. Since the railroad was built until about three years ago, two small bridges were located on my land, which gave a good passage way for stock. The railroad company filled in the bridges, cutting off the tract lying north of the railroad from water, and leaving it practically useless for pasturage purposes, I therefore ask of the railroad company a crossing under the railroad sufficient for cattle and horses to pass, at such point as will be most convenient for me."

"I protested at the time the bridges were filled up, but no notice was taken of the protest. The commission can readily see the inconvenience this has put me to, and I do not think I am asking anything unreasonable when I ask a good crossing for my stock."

On May 8th the case was taken up and a copy of this communication sent to W. H. Truesdale, vice-president and general manager of the Chicago, Rock Island & Pacific railway, with request for early investigation and reply.

On May 21, 1895, reply from Mr. Truesdale was received, suggesting that the railroad company would put in such a cattle pass as Mr. Warfel describes if the latter would join in the expense of putting it in, each paying one-half.

A copy of this reply was sent Mr. Warfel, and on May 24, 1895, he wrote declining the proposition, and a copy of his letter was forwarded to General Manager Truesdale.

On June 5, 1895, one of the commissioners and Superintendent of Construction McFarlin of the Chicago, Rock Island & Pacific railroad visited the farm and went over the ground with Mr. Warfel. The situation was found to be as claimed by Mr. Warfel. The railroad completely cuts off a high, dry pasture from all source of living water. It is land not fit generally for anything but pasture, and without some way provided for stock to get to the springs and branch on the other side of the railway, would be of comparatively little value.



There is a high bridge on the line of the railroad to the east of Mr. Warfel's land and opposite William Hamilton's land, under which stock could pass. On August 13, 1895, Mr. McFarlin, for the railroad company, wrote and proposed to put a lane from Mr. Warfel's land along the right of way on each side and across under this bridge, so as to make a crossing for stock.

Pending negotiations on this line Mr. Warfel wrote September 25, 1895, notifying the commissioners that he had sold the farm and had no further interest in the crossing. Therefore the case may be considered closed.

No. 77, 1895.

E. R. SMITH, CHEROKEE,

V.

Site for coal house.

ILLINOIS CENTRAL RAILROAD.

October 10, 1895, E. R. Smith of Cherokee, filed his complaint alleging a failure on the part of the respondent road to treat him fairly, and as a result of said complaint the following was directed to Vice-President J. T. Harahan:

DEAR SIR—This office is in receipt of a communication from Mr. E. R. Smith, of Cherokee, dated October 8th, in which he states in substance that he had recently purchased a building for the purpose of handling coal on your line; that he made application to the roadmaster for a lease and that his application was refused by direction of Superintendent Dixon. He further states that T. S. Steele & Sons are operating a coal business on the same track and in a more desirable locality, for your company's scales are in front of the sheds they occupy; that in his judgment the opposition to his having location applied for comes from them to the superintendent; that Mr. Dixon had said that if he wanted to handle coal he could "go out to the edge of town and he will give a lease." Complainant further says that he bought the building because it was in a good locality for the coal business and desires to occupy it. He alleges, in a somewhat lengthy statement, that personal friendship existing between the superintendent and the present coal dealers is, in his judgment, the underlying reason for the latter's attitude toward his application for a lease. To all of which your attention and reply are requested. Very respectfully yours,

By order of the board.

W. W. AINSWORTH,  
Secretary.

To which Mr. Harahan makes the following reply:

CHICAGO, October 28, 1895.

MR. W. W. AINSWORTH, Secretary Railroad Commissioners, Des Moines, Iowa:

DEAR SIR—Referring to your favor of the 19th instant in relation to location of coal shed for Mr. E. R. Smith, I have had this matter investigated and find that it is not a question of giving him a lease, but rather of location that is the difficulty. I enclose herewith a blue print showing the situation. The location desired by Mr. Smith, indicated by the hand in the middle foreground, is on our grain house track, and the building he purchased is a small flat house designed to store grain in. There is a coal shed at present on this track, but was established some years ago by T. S. Steele & Company, grain and lumber merchants, more for the purpose of supplying the steam engine in the elevator than for a general business, of which they do very little, and when the coal track was constructed on the other side of the yard, Steele & Company were not required to move it. Mr. Smith bought the building referred to without consulting Superintendent Dixon as to whether he could get a lease of the ground it occupied, and when Mr. Smith asked Mr. Dixon for this lease, he was informed that we could not allow him to handle coal through this warehouse, but that if he wished to go into the coal business, he would be given a location on the coal track as indicated on attached blue print. Superintendent Dixon also told Mr. Smith that he had refused a request of Mr. Archer for permission to erect a coal shed next his elevator. Mr. Smith is a painter by trade, and wants to handle a little coal in the winter time, but his place would be shut up for the greater part of the year, but of course this has no influence on the matter of giving him a lease.

We have a regular coal track, as indicated on attached plan, and we insist upon all the coal sheds being erected there. Mr. Smith was offered a location on the track, which, it

# CASES CLOSED BY CORRESPONDENCE.

appears, he has declined, and I cannot see but that the action of Superintendent Dixon in this matter is perfectly proper and without any evidence of having been influenced by personal feelings. Yours truly,

J. T. HARAHAN,  
Second Vice-President.

Copy of Mr. Harahan's reply was forwarded to Mr. Smith on November 11th, and in reply he says:

Board of Railroad Commissioners, Des Moines, Iowa:

SIR—Yours of October 20th at hand, and answer of Mr. J. T. Harahan, second vice-president of I. C. road. Also, Mr. Harahan in his letter stated that I was a painter and would handle coal only through the water. That is not of interest to him, anyway; and he also said that T. S. Steele & Sons only handled a little coal for the use of their engine in the elevator. Now, it takes about twenty tons of coal to run the elevator one year, and they had eight cars on the tracks at one date last week, and had to unload a part of them anyway. Now, if he is entitled to a lease, I think I am. The roadmaster or his assistant ordered me not to unload any coal until he said so, in my building, and that if the board of railroad-commissioners was going to settle the matter, to refer them to Mr. Sullivan, the roadmaster. The size of the matter is, they have a friend in the coal business and are going to do all the kicking people for him. I told them I did not allow to move this building until the law of Iowa said so, and I expected to use same until the laws of Iowa said not to; for it is just as easy to switch a car to my shed as it is to switch a car to T. S. Steele & Sons' place, and if I had a bank there would be no trouble in this matter. You may put this matter to the Illinois Central, so it can see what he purports to do at this date, as I have some coal to unload, and I want your advice whether to unload in my place or not. Yours respectfully,

E. R. SMITH.

Mr. Harahan was advised of the position taken by Mr. Smith, and under date of November 19th Mr. Harahan says: "My letter of October 28th last to you went into this matter fully and gave all of the facts in connection with it. I do not know of anything more to be said."

After carefully examining the locations as represented by the blue print before referred to the following was directed to Mr. Smith, which closes the case:

E. R. Smith, Cherokee, Iowa:

DEAR SIR—Yours of November 11th was duly received and substance presented to Mr. Harahan, second vice-president of the company, and his reply is to the effect that he gave all the facts in his communication of October 28th, in relation to the matter. From the plat or blue print of the station grounds at Cherokee sent to the commissioners by the company, and place indicated thereon where the company is willing to grant you a site for a coal house, the commissioners do not see wherein you have legal cause for complaint. The company have a right to assign certain portions of their station grounds to the different kinds of business to be transacted thereon and if they place you on the same tracks or sidings on which the most of the other coal houses are located, and furnish you reasonable facilities for carrying on that business, the commissioners would not be justified in attempting to interfere with any reasonable regulation the company might make in relation to such matters. Under all the facts now before the commissioners they would not feel justified in finding that it was the duty of the railway company to allow you to carry on the coal business at the place where you say you now have a building. Very respectfully yours,

By order of the board.

W. W. AINSWORTH,  
Secretary.

No. 78, 1895.

H. A. EMERY, THAYER,

v.

Stock killed.

CHICAGO, BURLINGTON &amp; QUINCY RAILROAD.

November 18, 1895, Mr. H. A. Emery, of Thayer, addressed the following letter to the board of commissioners: "On September 23, 1895, I had one fine horse killed by the Chicago, Burlington & Quincy railroad, between Afton and Thayer, which they refused to pay for. The horse was struck with full force and carried four rods inside the right of way. \* \* \* I will trust the matter in your hands." The following reply was made to Mr. Emery's communication which may be considered as closing the case without prejudice:

Mr. H. A. Emery, Thayer, Iowa:

DEAR SIR—Yours of the 18th instant, in relation to matter of the killing of your horse by the Chicago, Burlington & Quincy Railroad company, has been received and submitted to the commissioners. You do not state that it was killed upon a highway crossing, but from your statement that it was thrown inside of the right of way of the company, such would seem to be the inference. If killed upon a highway crossing the company would not be liable unless guilty of negligence, and you do not state any facts or circumstances bearing upon that question from which the commissioners could form any opinion as to the liability of the company. In any event, however, as yours would be a claim for money damages, the commissioners would have no jurisdiction to enforce your claim, and as the company have already positively refused to pay it, it would probably be of no avail for the commissioners to take the matter up with a view of effecting any settlement, and your only efficient remedy would be a suit in the proper court, if you are advised that you have a legal claim against the company.

Very respectfully yours,

W. W. AINSWORTH,

By order of the board.

Secretary.

No. 79, 1895.

P. E. PHELPS, ROCKFORD,

v.

Flax seed lost in transit.

BURLINGTON, CEDAR RAPIDS &amp; NORTHERN RAILWAY.

July 30, 1895, P. E. Phelps, of Rockford, says: "On the 30th of October, 1893, I shipped to the Burlington-Linseed Oil company a car of bulk flax seed on which they report a shortage of forty bushels and eight pounds. The Burlington, Cedar Rapids & Northern received the shipment and delivered to the Burlington oil company without weighing, thus affording me no weight to verify from, an apparent neglect on their part as it appears to me. I made claim for the forty bushels and eight pounds at 90 cents per bushel, \$36.13, which they decline to pay. \* \* \* I submit the matter to you asking you to advise me of my rights in the case."

To which the following reply was sent August 6th:

DEAR SIR—Yours of the 29th ult. has been received and submitted to the commissioners. I am directed to say in reply that if you properly loaded a car furnished by the railway company, with flax seed to be transported to Burlington, and the car appeared to be in proper condition to ship flax seed in, or was furnished by the company for that purpose, the company would be bound to deliver to the consignee at Burlington, the actual amount you loaded, and that was received by the company. It is only the act of God or the public enemy, as the courts hold, that would excuse the carrier from such delivery, and if they fail to make such delivery the company would be liable to you for the damages caused by any such failure.

Respectfully yours,

W. W. AINSWORTH,

By order of the board.

Secretary.

## INVESTIGATION OF ACCIDENTS.

## VALLEY JUNCTION ACCIDENT—REPORT TO THE GOVERNOR.

To His Excellency, Frank D. Jackson, Governor of Iowa:

SIR—On October 24, 1895, about 6:23 P. M., passenger train No. 204 on the Ruthven branch of the Chicago, Rock Island & Pacific railway, en route from Ruthven to Des Moines, ran into an open switch in the Valley Junction yards, and thus collided with the tender of switch engine No. 34, then and there switching in said yards, resulting in the death of a passenger, Mrs. Mary Hillhouse, by throwing her against the front end of the car. The commissioners attended the coroner's inquest, with the view of thus complying with section 2042 of the code, which reads as follows:

Upon the occurrence of any serious accident upon a railroad, which shall result in personal injury or loss of life, the corporation operating the road upon which the accident occurred shall give immediate notice thereof to the commissioners, whose duty it shall be, if they deem it necessary, to investigate the same, and promptly report to the governor the extent of the personal injuries, or loss of life, and whether the same was the result of the mismanagement or neglect of the corporation on whose line the injury or loss of life occurred. Provided, that such report shall not be evidence or referred to in any case in any court.

The evidence in the case was given by the switching crew working in the yards at the time of the accident and operating switch engine and tender No. 34, with which No. 204 collided. There seemed to be no conflict in the statements of parties.

J. A. Smith, foreman, said it was his business as well as that of his helpers to know when trains were liable to pass, and orders were for all switches on the main line to be open only when in actual use. He knew that No. 204 had not passed but supposed the main line switch was closed. He had two helpers. J. S. Malody, one of these helpers, testified that he opened the switch through which No. 204 came onto the siding, for the purpose of running out some cars of coal they had gone in for. Said he supposed the passenger train had gone, and had opened the switch to be ready for the switching of the cars of coal. The first intimation he had of danger was in hearing the whistle of the incoming train, when he rushed for the switch, but too late to close it.

Further investigation developed no new features but only more thoroughly convinced the commissioners that had the rules and regulations under which employees are directed to work been strictly obeyed no accident would have occurred, but this, like nearly all other accidents which have come under the notice of the commissioners, is purely and solely the result of neglect or disobedience of orders.

By the board.

W. W. AINSWORTH,

Secretary.



# SYLLABI OF CASES DECIDED BY THE INTERSTATE COMMERCE COMMISSION.

From September 8, 1894, to November 16, 1895.

Edgar W. Emerson v. The Chicago, Rock Island & Pacific Railway company, and The Chicago & North-Western Railway company.

Complaints filed October 31, 1892. Decided February 1, 1895.

Unjust discrimination in allowance of reduced rates to ministers of religion was alleged in these cases, but the complainant failed to show that he had made proper application for the reduced rate, or that such an application would have been refused by either of the defendants, and upon these grounds the complaints were dismissed.

The Southern Paint & Glass company, The Tripod Paint company, F. W. Hart Sash & Door company, Lamar & Rankin Drug company, Fulton Lumber company, F. J. Cooleedge & Brother and W. S. McNeal v. The Lake Erie & Western Railroad company, The Pittsburg, Cincinnati, Chicago & St. Louis Railway company, The Louisville & Nashville Railroad company, and The Nashville, Chattanooga & St. Louis Railway company, lessees of the Western & Atlantic railroad.

Filed February 1, 1895.

It appearing that the discriminations and preferences complained of in these proceedings would be removed through compliance, by carriers operating in the same territory, with the decision and order of the commission in other cases (The Chicago & Cincinnati Freight Bureau cases, 4 Inter. Com. Rep., 292, 6 I. C. C. Rep., 155, and that suits are pending in the courts for the enforcement of such order, the proceedings herein were stayed until final determination by the courts in such other cases.

In the matter of the application of The Fremont, Elkhorn & Missouri Valley Railroad company, The Sioux City & Pacific Railroad company, and The Chicago & North-Western Railway company to be relieved from the operation of section 4 of the act to regulate commerce.

Application made February 11, 1895. Decided February 11, 1895.

Upon application by carriers to be relieved from the operation of section 4 of the act as to the transportation of grain and feed over their lines on the ground that through failure of crops the people of the longer distance localities were in a measure destitute and without necessary food for themselves and animals, a temporary order of relief was granted.

The Truck Farmers' Association of Charleston and Vicinity v. The North-Eastern Railroad company of South Carolina, The Wilmington, Columbia & Augusta Railroad company, The Wilmington & Weldon Railroad company, The Petersburg Railroad company, The Richmond & Petersburg Railroad company, The Richmond, Fredericksburg & Potomac Railroad company, The Washington Southern Railroad company, The Baltimore & Potomac Railroad company, and The Pennsylvania Railroad company, constituting the Atlantic Coast Despatch line, and The South Atlantic Coast Despatch line, and The South Carolina Railway company, and D. H. Chamberlain, receiver thereof, and The Richmond & Danville Railroad company, and F. W. Huldecoper and Reuben Foster, receivers thereof.

Decision filed 6th day of April, 1895.

First.—Where on shipments of strawberries and vegetables from Charleston, destined for New York, delivery is made by the roads at the terminus of the rail line in Jersey City, in

computing the total cost of transportation to New York the expense of carriage over from Jersey City is to be added to the rate charged to that point.

Second.—In case of a change of delivery of such shipments from New York to Jersey City and the maintenance after the change of the same rates to the latter as had been in force to the former city for a series of years preceding the change, the carriers are charging for a less service the compensation which they had presumably deemed adequate for a greater, and the rates as applied to Jersey City are *prima facie* excessive.

Third.—Where a carrier pays mileage for a car which it employs in the service of shippers, it is the carrier and not the party or company from whom the car is rented, who furnishes the car to the shipper, and in such case there is no privity of contract between the car-owner and the shipper.

Fourth.—It is the duty of the carrier to furnish an adequate and suitable car equipment for all the business it undertakes, and also whatever is essential to the safety and preservation of the traffic in transit.

Fifth.—When carriers undertake the transportation of perishable traffic requiring refrigeration in transit, ice and the facilities for its transportation in connection with that traffic are incidental to the service of transportation, and the charge therefor is a charge "in connection with" such service within the meaning of section 1 of the act to regulate commerce, in respect to the reasonableness of which the carrier is subject to that provision of the statute.

Sixth.—Held, under the evidence in this case, (1) that on shipments of strawberries from Charleston to Jersey City, the charge of two cents per quart for refrigeration en route is excessive, that the charge therefor should not exceed 1 1/2 cents, and that the total charge per quart for the service of transportation on such shipments, and necessary services "in connection therewith," including refrigeration, should not be in excess of 4 cents per quart; (2) that 1 1/2 cents per package should be deducted from the rate on vegetables shipped in standard barrels or barrel crates from Charleston to Jersey City in cases where the delivery of such vegetables has been changed from New York to Jersey City without a change in rates, and (3) that the rate on cabbages shipped in standard barrels or barrel crates from Charleston to Jersey City or New York should not exceed 1/2 of the rate on potatoes so shipped.

The Michigan Box company v. The Flint & Pere Marquette Railroad company, The Michigan Central Railroad company, The Lake Shore & Michigan Southern Railway company, The Canada Southern Railway company, and The Chicago & Grand Trunk Railway company.

Decided July 24, 1895.

First.—The railroad companies named as defendants established and maintained a rate of 15 cents per 100 pounds on box shooks, and a lower rate of 12 cents per 100 pounds on lumber, laths, and shingles carried from Bay City, Mich., to Buffalo, Black Rock, Tonawanda and Suspension Bridge, N. Y. A car load of lumber weighs about 35,000 pounds; a car load of box shooks or shingles weighs about 30,000 pounds. Lumber carried in car loads is worth from \$250 to \$300 per car; a car load of box shooks is worth about \$230. The freight charges on both lumber and box shooks are about \$43, and on shingles about \$36 per car load. The rates on these several products are the same from Bay City to Cleveland and ports on Lake Erie other than Buffalo, and to points in Illinois, Indiana, Ohio and other states. Held, that the higher rate on box shooks was not justified, and was excessive.

Second.—After complaint and investigation, but before decision by the commission, the carriers complained against reduced the rate to the extent that it was alleged to be excessive. Held, that any order in respect of the rate of charges is unnecessary now that they are no longer excessive.

Third.—Where reparation is asked to the extent of alleged excessive charges, the allegation being sustained, reasonable time will be allowed for making proof of amounts paid, when the evidence produced shows excessive payments without disclosing the amount of excess.

Cordele Machine Shop v. Louisville & Nashville Railroad company and Savannah, Americus & Montgomery Railway company.

Decided October 19, 1895.

First.—While carriers operating shorter lines have the advantage, both in making rates and in carrying under them, they cannot dictate a system of charges which the operators of longer lines may not change as to their own roads, though it may be true as a rule, and as claimed by defendants, that, to get business, longer lines must take it as low as rates at the time in force over more direct routes.

*Second.*—The fourth section of the act to regulate commerce cuts off any presumption in favor of as great compensation for short as for long distances, and is based on the assumption that ordinarily a higher charge for a shorter distance is discriminating and excessive.

*Third.*—The Louisville & Nashville Railroad company and the Savannah, Americus & Montgomery Railway company, the defendants, unite in a joint tariff over their lines from Birmingham, Ala., to Cordele, Ga., and connecting at Cordele with the Georgia Southern & Florida Railway company, the three companies form a line and join in a tariff through to Macon: *Held*, that the two companies first named may lawfully accept less for their haul to Cordele as a part of the through rate to Macon than they might lawfully charge for the haul to Cordele for local delivery, but when the defendants carry a ton of pig iron to Cordele destined to Macon, and receive for their share of the through tariff \$1.45, and when they carry it to Cordele for complainant they charge \$1.60, this charge is exorbitant and unduly prejudicial to complainant.

*Fourth.*—The system of rate making, under which a comparatively few places arbitrarily selected are designated competitive points, or basing points, and given preferential rates, while adjacent and less distant points are classed as local and made to pay much higher rates, is in variance with all the equality provisions of the act to regulate commerce, including that which requires all rates to be reasonable and just. In this case it results in rates to Cordele which are unreasonable and unlawful, prejudicial to complainant, and gives its more favored rivals in Macon, Albany and Americus unreasonable advantages.

*S. J. Hill & Bro. v. Nashville, Chattanooga & St. Louis Railway company, Western & Atlantic Railroad company, East Tennessee, Virginia & Georgia Railway company, Georgia Southern & Florida Railroad company, Louisville & Nashville Railroad company, and Savannah, Americus & Montgomery Railway company.*

Decided October 19, 1895.

*First.*—The competitive and basing point system under which railroad companies operating in the Southern Railway & Steamship association territory elect distributing centers and competing points, reviewed, again condemned, and found to result in unreasonable and unlawful rates to points classed as local, and give favored business rivals unreasonable advantage.

*Second.*—In the absence of other influential conditions distance may be fairly considered a controlling element in fixing reasonable rates. The distance being in favor of one of two competing points, and neither the cost, the value of the service nor other conditions of transportation in favor of the other, the shorter distance point cannot justly be denied at least equal rates with the longer.

*Third.*—*Held*, on the facts in this case, that any higher rate from Nashville, Tenn., to Cordele, Ga., than to Albany and Americus, Ga., is unreasonable and unduly prejudicial to complainants.

*Fourth.*—Where carriers from an indirect line over which they transport freight and charge and receive greater compensation in the aggregate for a shorter than for a longer distance, the shorter being included within the longer:

*Held* to be unlawful and in conflict with section 4 of the act to regulate commerce; and

*Held, further:* The fact that a more direct line, over which the mileage to a longer distance point (Macon or Americus) by the indirect line is less than the mileage to a shorter distance point (Cordele) by such indirect line, may be or is formed and used in transporting grain to or from such longer distance point (Macon or Americus), does not alter or so change the conditions of transportation over the indirect line as to take it out of the rule of the statute.

The Independent Refiners' association of Titusville, Pennsylvania, and The Independent Refiners' association of Oil City, Pennsylvania v. The Western New York & Pennsylvania Railroad company; The New York, Lake Erie & Western Railroad company; The Delaware & Hudson Canal company; The Fitchburg Railroad company; and The Boston & Maine Railroad company.

The Independent Refiners' association of Titusville, Pennsylvania, and The Independent Refiners' association of Oil City, Pennsylvania v. The Western New York & Pennsylvania Railroad company; The New York, Lake Erie & Western Railroad company; and The Lehigh Valley Railroad company.

In the matter of reparation.

*First.*—On failure of the defendant common carriers to cease charging for the transportation over their respective roads of barrel packages containing oil shipped from points in western Pennsylvania to New York harbor points and Boston and Boston points, or, as an

alternative, promptly furnish tank cars to shippers of oil between said points, and to file and publish tariffs accordingly, and to make reparation to injured parties legally entitled thereto by refunding all sums received for carrying barrel packages containing oil shipped between said points when the use of tank cars for such shipments had not been open to shippers, impartially, and shippers had been thereby deprived of their use, all of which was required of defendants by order entered in these cases on November, 14, 1892, and upon the filing of itemized claims for reparation, due hearing of the claimants and defendants, and full investigation of the matters involved:

*Held*, that the claims for reparation served upon defendant initial carriers by claimants, according to a stipulation entered into by the parties, are the claims to be considered in these cases. That the parties legally entitled to reparation under said order of November 14, 1892, are oil-shippers from Titusville, Oil City and vicinity who were members of the complaining associations at the time the complaints were filed, or subsequently, up to the date of the hearing at Titusville on May 18, 1894. That the time which the claims herein may properly cover is from September 2, 1893, when the practice of charging for carrying barrels containing oil was commenced by defendants, to May 15, 1894, when hearing on the claims was had. That the shipments as to which reparation should be made are those from Titusville, Oil City or vicinity to New York or New York harbor points, or Boston or points taking Boston rate, that passed over routes in which some one of the defendants, was the carrier receiving the freight for transportation, initiating and controlling the method or mode of carriage and billing the amount to be refunded is the charge collected by defendants for the transportation of barrels containing petroleum oil shipped and carried as aforesaid. That the defendants are severally liable for the full amount of damages proved in these cases to result from violations in which they or either of them participated.

*Second.*—The specific provision in the law for individual liability of carriers for the full amount of damages sustained through enforced payment of excessive transportation charges or other practices condemned in the statute makes it unnecessary that all the carriers over any particular route shall be before the commission to enable it to direct reparation for wrongs which have been inflicted upon shippers under any such charge or practice.

*Third.*—Receivers of railroad companies are common carriers subject to the prohibitions and requirements of, and to regulation under the act to regulate commerce.

*Fourth.*—Where connecting carriers make a through route and establish through rates over such route at such rates, and must be prepared to furnish suitable "instrumentalities of shipment and carriage," so that the transportation may be conducted without wrong or injustice to those who desire to use the through line.

*Fifth.*—The mere circumstance that the Boston & Maine received a share of the total through charge which was equal to its individually established rate from Boston to the points of destination, is altogether insufficient to make these shipments take on a purely local character over the Boston & Maine; and if the shipments were not in all essential respects local from Boston to the destination points, then they were through shipments over the through line of the connecting carriers, and must be so treated.

*Sixth.*—It appearing that the wrongs found to exist in these cases resulted from unequal conditions of carriage and shipment imposed by the defendants antecedent to the time of shipment, that the movement of the property depended upon the shipper's acceptance of conditions thus notified to him in advance, that he had to regulate his price for oil accordingly, and that the cost of transportation was borne by the claiming shippers:

*Held*, that it is not material whether the claimants, who are all shippers, or whether the consignees paid the transportation charges.

*Held, further*, that the violations of law found in these cases do not arise through any breach of contract, but from failure on the part of carriers to perform their public duties.

*Seventh.*—The Lehigh Valley Railroad company, a common carrier, subject to the provisions of the act to regulate commerce, could not, by leasing its road, free itself from liabilities for practices made illegal by that statute; nor, after resuming operation of its property, pending proceedings against it to enforce statutory provisions so violated, and to recover damages for injuries sustained under such violations, can it claim exemption from liability during the time of the lease.

*Eighth.*—Shippers whose claims may be covered by the order entered herein on November 14, 1892, but which have not been served in these reparation proceedings are, upon failure of defendants to make proper refund of excessive charges, entitled to proceed, upon the basis of reparation prescribed in said order, to enforce their claims in the courts as provided by law



E. J. Daniels v. The Chicago, Rock Island & Pacific Railway company; The Burlington, Cedar Rapids & Northern Railway company; The Sioux City & Northern Railroad company; and The Chicago, Milwaukee & St. Paul Railway company; and The Great Northern Railway company; The Sioux City & Northern Railroad company and The Chicago, Milwaukee & St. Paul Railway company.

Complaints filed April 28, 1902. Decided November 16, 1905.

*First.*—The word "line" as used in the statute means a physical line, not a mere business arrangement; and carriers are prohibited from charging through rates on traffic over a line formed by connection of two or more roads which are less as a whole than the rates in force on like traffic carried under similar conditions in the same direction over either of the constituent roads in such line.

*Second.*—While the share which a carrier receives out of a joint or through rate over a line of which its road is a part is not necessarily the measure of reasonable rates by such carrier for a similar length of haul over its own road, it is proper in any case under the statute to use the aggregate joint or through rate in force over such line as a basis of comparison in determining the legality of rates charged by such carrier over its own road.

*Third.*—The term "reasonable and just," "unreasonable or unjust," "undue or unreasonable preference or advantage," "undue or unreasonable prejudice or disadvantage in any respect whatsoever," as used in the statute, imply comparison of relative locations, of natural and acquired advantages, of the reasonableness of charges *per se* and in their relation to other rates on the various lines which serve competing localities, and consideration of all the facts and circumstances which affect rates to different communities.

*Fourth.*—As through traffic from the Atlantic seaboard to Sioux City and Sioux Falls is subjected to the same charges for the haul from Chicago or Duluth as traffic shipped locally from those places to either destination, and as rates from eastern points to Chicago or Duluth do not, in any controlling degree, affect the present controversy and are not assailed by the complainant, it was unnecessary to make the eastern carriers parties to this proceeding.

*Fifth.*—Complaints, though brought in the name of an individual, may challenge the entire schedule of rates to competing towns, and such cases, as distinguished from those involving individual grievances only, are peculiarly public in their nature, since they embrace in one proceeding the various business and industrial interests centered in cities and towns, as those interests may be affected by the charges of public carriers whose facilities are employed in the interchange of commerce.

*Sixth.*—The law requires regulation of railroad charges according to the ascertained rights of persons and places; it is not an agency for the regulation of trade by enabling shippers and communities to do business, or putting them on even terms with rivals more remote from competitive territory. Therefore, the fact that one town is able, under existing rates to and from that point, to compete with another town on practically even charges for the aggregate in and out transportation, cannot be regarded as an excuse for any injustice in the rates to the former town; the rates to the two competing towns should accord with their relative situation.

*Seventh.*—Ordinarily, the rate per ton per mile diminishes with increasing length of haul, and it does not follow that Sioux Falls rates from Chicago should be 108 per cent of Sioux City rates because the short line distance from Chicago to Sioux Falls is 100 per cent of the short line distance to Sioux City.

*Eighth.*—A given relation in rates between competing towns, fairly equitable at the time of its adoption, may become through business development and other changes in conditions, severely prejudicial to the town taking the higher schedule; and this is especially liable to occur when additional lines of communication having been opened up to the latter locality, all the roads reaching that point agree to continue the old relation of rates to such points, notwithstanding its improved situation. Agreements between carriers, though designed to secure the orderly and lawful operation of the roads, cannot be permitted to fasten upon neighboring localities a relation of rates which is unnatural or unjust. The "basing point" method of rate making, to the extent it is now employed, believed to be unnecessary to an adequate scheme of tariff construction.

*Ninth.*—Where carriers have maintained for a considerable period a relation of rates affecting an extensive territory, though somewhat more favorable to one community therein than appears to be justified, and commercial conditions there and elsewhere have become measurably dependent upon the continuance of that relation, it would ordinarily be inexpedient to increase rates at that point as the means of correcting relative injustice to another locality; in such case the only practicable remedy is to reduce the rates to the injured town.

*Tenth.*—The relative equality enjoined by the statute requires substantial modification of the present disparity in rates from Chicago to Sioux City and Sioux Falls, and under present conditions such disparity in rates from Duluth to Sioux City and Sioux Falls should be discontinued.

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## DIGEST OF JUDICIAL DECISIONS.

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## DIGEST OF JUDICIAL DECISIONS.

### DECISIONS OF THE SUPREME COURT OF IOWA RELATING TO RAILROAD MATTERS DURING THE YEAR.

#### DEPOT PLATFORM.

A railway company is not bound to so construct its platform as to make accidents to passengers using the same impossible, or to use the highest degree of diligence to make them safe, convenient and useful. It is bound simply to exercise ordinary care in view of the dangers attending their use, to make them reasonably adequate for the purposes to which they are devoted. *Hiett v. D. M. N. & W. Ry. Company*, 64 N. W., 796.

#### DISCRIMINATION.

In an action brought to recover for unjust and unreasonable charges under the common law, where it was alleged in the petition that the defendant railway company carried freight free for all other persons doing a like business with plaintiff, on its line of road, but failed to aver that the amount paid by the plaintiff was excessive, *Held*, that no cause of action was stated. The fact that a railway company carries freight free to one of its eating houses does not require it to perform a like service for the proprietor of another one regardless of existing contracts that may have been made. *Kelly v. C., M. & St. P. Ry. Company*, 61 N. W., 907.

#### EJECTION OF PASSENGER—PURCHASE OF TICKET.

A person who gets a ticket on his promise to the agent to pay therefor on his return, there not being time to pay before the starting of the train, and who thereafter makes such payment, is to be treated as a purchaser of the ticket in an action for ejection from the train. As between a person who buys a ticket bearing a date prior to the purchase and the company, he is entitled to a passage on the day of purchase, under the provision thereof "continuous passage within one day of date of sale," and if the conductor refuses to accept such ticket because it bears a prior date, which, if the true date of the sale would not entitle him to passage, he may refuse to pay or get off, and being forcibly ejected may recover therefor. *Ellsworth v. Chicago, Burlington & Quincy*, 63 N. W., 384.

#### INTERSTATE COMMERCE—RECOVERY OF OVERCHARGE.

In an action brought to recover for alleged unreasonable and extortionate charges for shipments from points within the state of Iowa to Chicago, Ill., and for unjust discrimination in relation to such shipments, based upon what was claimed to be the law prior to the passage by congress of what is known as the Interstate commerce act; *held* that there is no national common law; that the state cannot regulate interstate commerce in the absence of congressional action, either by express statutory enactment or through the medium of the common law, which may be recognized as in force in such state; that the right claimed in such a case



would amount to a regulation of commerce between the states as defined by the federal supreme court, and hence is in contravention of the federal constitution, and the plaintiff would have no right to recover. *Gatton v. Chicago, Rock Island & Pacific Railway Company*, 63 N. W., 889.

#### KILLING AND INJURING OF LIVE STOCK.

The day after a severe snow storm, plaintiff's horses escaped from his control, went upon a highway, and then upon the right of way of the railway company. While there two of them were frightened by an approaching freight train, ran over a cattle guard and were struck by the train and so injured they had to be killed. There was from eighteen inches to two feet of snow on the ground, and the storm the day before had been so severe as to cause the section men to abandon their hand car out upon the section. Defendant also claimed that on the day of the accident its employees in the forenoon cleaned the cattle guard, but that it blew day after the accident happened, and that the effect of the storm was such as to require all its force in building snow fences and otherwise keeping its track in condition to run its trains. A verdict for plaintiff was sustained. *Stenson v. Chicago & North-Western Railway Company*, 61 N. W., 94.

In a case where the horses entered the right of way through a wing fence out of repair, and one of the horses was found lying dead between the rails, and but one train had passed in the meantime, and the engineer testified that he hit but one horse. Held, that the jury were warranted in finding that the horse was killed by the train. Negligence of the owner or person in charge of the stock not sufficient to prevent recovery. "This liability exists regardless of the question of negligence. The statute expressly declares that liability to exist unless the injury was occasioned by the wilful act of the owner or his agent." *Anderson v. Chicago, Rock Island & Pacific Railway Company*, 61 N. W., 1038.

In a case charging negligence where stock was killed in a foggy night, the court in charging the jury informed them that they might consider the time and condition of the night, the rate of speed, the condition of the train, whether the bell was rung and the whistle blown, and whether the train might have been stopped, and this was held under the circumstances of that case to be a proper charge. *Brown v. Sioux City & Pacific Railroad Company*, 62 N. W., 737.

#### PERSONAL INJURY.

In a case where the negligence alleged was the improper construction of a switch, an instruction was approved as follows: "The custom or practice of railroad companies in building their switches or in operating their roads will not excuse from liability for injuries sustained, if such practice or custom is of itself negligence and disregards the safety of employees." *Austin v. Chicago, Rock Island & Pacific Railway Company*, 61 N. W., 849.

Where the injuries complained of were received by a brakeman in the act of coupling an engine to a freight car, claimed to be in such a defective condition as to render it impossible to couple, an instruction that coupling appliances must be in such a condition that couplings could be made "without any danger of the brakeman or switchman making the coupling being injured by being squeezed or compressed," was held to be erroneous as requiring a higher degree of care than the law requires. *Van Winkle v. Chicago, Milwaukee & St. Paul Railway Company*, 61 N. W., 629.

A child of tender years, though it cannot be guilty of contributory negligence, can become a trespasser on the tracks of a railroad company so as not to render the company liable for injuries to it unless the company was actually aware of its presence. The duty of an engineer of a train owes to a trespasser is to avoid injuring him after his peril is discovered; and it is immaterial that the trespasser is an infant, lunatic, or idiot, in determining the question of whether he was a trespasser. *Thomas v. Chicago, Milwaukee & St. Paul Railroad Company*, 61 N. W., 967.

In a case where there was evidence that the engine which collided with plaintiff's wagon was running across a public street in violation of a city ordinance, and such that plaintiff's horse was thrown twenty feet and instantly killed, and that gravel was thrown upon one twenty feet from the engine as it passed, and that the only warning given of its approach was the noise made by the high rate of speed, it was held error to direct a verdict for defendant. *Moore v. Chicago, Rock Island & Pacific Railroad Company*, 61 N. W., 902.

In a case where the railroad track was parallel to a highway for some distance and plaintiff to avoid an approaching train left the highway and drove her team into an adjoining field through an open gate, and the engineer saw her on the highway, whistled for brakes, but on seeing her pass into the field whistled "off brakes," and then the team for the first time

became unmanageable, and plaintiff was thrown out and injured. Held it was not as a matter of law negligence in the engineer to so whistle when he knows the team is from 150 to 200 feet from him unless he knows, or should know, from all the circumstances, that it would frighten such team. *Ochiltree v. Chicago & North-Western Railway Company*, 62 N. W., 7.

Where one walking along side of a track neglects to look for trains upon coming to a junction of several tracks, and who is struck after walking the length of a rail and a half by a train on another track, is guilty of such negligence as will preclude recovery where the train was stopped at once upon his peril being discovered. *Zenger v. Atchison, Topeka & Santa Fe Railroad Company*, 62 N. W., 672.

An employee is not bound from the mere nature of his employment to know at his peril that making a coupling of a pilot bar to a box car is unusually dangerous and does not assume the risk unless, as a reasonably prudent and careful man, he should have known that it was unusually dangerous.

A verdict will not be disturbed where the evidence tends to prove all the material averments of the petition as to the negligence of defendant, and it is sharply conflicting as to contributory negligence on the part of the plaintiff. *Kerns v. Chicago, Milwaukee & St. Paul Railway Company*, 62 N. W., 692.

When a person enters a ticket office of a railway company, lays his money on the counter for a ticket, and is told by the agent to pay on the train his relation to the company is that of a passenger, and when such person climbed onto one of the freight cars in the train because the platform of the caboose was crowded, when the train started and was assaulted by a brakeman and compelled to get off while the train was running, although he promised to buy a ticket at the next station. A case is made for a jury to pass upon and they should not be instructed to find for the defendant. *Ramen v. Minneapolis & St. Louis Railway Company*, 62 N. W., 751.

The kicking of cars within city limits at a rate of speed higher than allowed by ordinance without a person being stationed on them or near at hand to give warning of their approach to men working on a parallel track, is of itself negligence so as to render the company liable for injuries to a track repairer who was struck by such cars just after he had stepped off the track on which he was working to let an engine pass, if such workman was not himself guilty of contributory negligence. *Tobey v. Burlington, Cedar Rapids & Northern Railway Company*, 62 N. W., 701.

It is the duty of a railway company to comply with Sec. 1288 of the code and construct and keep in repair, safe crossings at public highways as therein provided, and if it neglects so to do it will be liable to one for an injury occasioned by his horse becoming frightened at obstructions and pitching over an embankment, and plaintiff need only prove such neglect of duty to recover. *Hanson v. Chicago, St. Paul & Kansas City Railway Company*, 62 N. W., 768.

Attempt of a brakeman to make a coupling in a manner prohibited by a rule of the railway company will not preclude recovery for injury sustained thereby. If such rule was generally disregarded, and the company has knowledge thereof, *Strong v. Iowa Central Railway Company*, 62 N. W., 796.

Persons in charge of a train owe no duty to an employee of the road walking along the track while off duty till he is discovered. *Baker v. Chicago, Rock Island & Pacific Railway Company*, 63 N. W., 697.

Code section 1308, providing that a railway corporation shall not exempt itself from its liabilities as a common carrier, is not a regulation of interstate commerce, as applied to negligence in the carriage of passengers; and in a case where plaintiff was injured in Iowa by defendant's negligence while in charge of cattle shipped on defendant's train from Iowa to Illinois, the contract of shipment providing that the company should not be liable for such injury in an amount exceeding \$600. Held, that such contract was void under said section of the code. *Solan v. Chicago, Milwaukee & St. Paul Railway Company*, 61 N. W., 622.

The negligence of deceased in going upon the bridge is no defense. If defendant's engineer of such train, where there were two, was negligent in failing to stop after he discovered the children in question in a dangerous position on the track, and where the engineer saw children ahead in a dangerous position on a railway bridge having two tracks knew that another train was close behind on the other track, and that the place to stand on the bridge between the two tracks was less than three feet, having a plank walk one foot wide, the jury is justified in finding him negligent for not stopping his train when he could have done so, although he thought the children would go on the plank walk. *Stein v. Chicago, Milwaukee & St. Paul Railway Company*, 63 N. W., 710.

Under section 1307 of the code providing that railway companies shall be liable to their employees for damages resulting from the negligence or wilful wrong of their agents and servants, renders them so liable to any employee engaged in work which exposes him to the

dangers peculiar to the operation of a railroad, and a railroad company in case of the death of an employee, who while engaged in building a retaining wall along the embankment was killed by the wreck of a freight train resulting from the negligence of an engineer in running the train at a high rate of speed across an adjacent unfinished bridge. *Keatley v. Illinois Central Railroad Company*, 63 N. W., 541.

Deceased, with two other section men, was returning from work on a hand car, all three facing the direction in which they were going. An extra freight train was coming from behind, but owing to a high wind, the men on the hand car were not aware of it until it was quite near, though had they looked they could have seen it in ample time. The companions of deceased jumped off and were uninjured, but the latter in stopping to remove the car from the track was killed. Deceased, who was in charge of the men, had been specifically instructed that extra trains were liable to pass at any time. Held, that deceased was guilty of contributory negligence, and can not recover. *Nelting v. Chicago, St. Paul & Kansas City*, 63 N. W., 588.

In an action against a railroad company for injury from an insufficiently blocked frog, while plaintiff was coupling cars, plaintiff alone testified that the blocking was insufficient. Disinterested witnesses for defendant testified that at the time of the accident the blocking was sound, but that ten days after it occurred it was broken. Weather-stained pieces taken from the broken block ten days after the accident, were put in evidence, showing that the block was an old one. Held sufficient to sustain a finding that the blocking was defective at the time of the accident. *Allen v. C. M. & St. P. Railway Company*, 64 N. W., 613.

#### PUBLIC POLICY.

A stipulation in a membership certificate in a benefit association organized by a railway company to which it contributes and pays the expenses of, that in case suit is brought against the railroad company by the member or his representatives to recover for injuries or death, and it is prosecuted to judgment or compromised, recovery under the certificate shall be precluded, is not against public policy. Nor is such stipulation invalid under code section 1307, in that it "restricts the liabilities of railroads" for negligence of its employees. *Donahoe v. Chicago, Burlington & Quincy Railway Company*, 61 N. W., 971.

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APPENDIX.

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# APPENDIX.

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